

CERCLE WEST II CONDOMINIUM ASSOCIATION, INC.

COMMUNITY RULES AND OTHER PERTINENT INFORMATION

In order to provide for the maintenance, conservation, and beautification of the condominium property and for the help, comfort, safety, and general welfare of the unit owners, and to provide for the continual occupancy of the property and for the protection of the value of the units, the Board of Directors of the Association has adopted the following community rules under the provisions of Article V, Section II, subsection f of the Bylaws of the Association as of September 9, 2009:

Rules for Use of the Property

1. Parking

a. For aesthetic and safety purposes, unit owners' vehicles should be parked in the garage with the door closed whenever possible.

b. Boats, trailers, motor homes and campers are not allowed on the grounds, in visitor parking areas or in driveways, except for a reasonable duration of not more than 48 hours for loading, unloading or repairs. Following a warning, vehicles will be towed at the owner's expense.

c. Visitor parking areas are to be used for guests only. Owners of units who have more than two cars are to use their driveways for additional parking; offenders will be requested to comply and will be given a warning that failure to comply will be followed by the vehicle being towed away at the owner's expense.

d. Visitors must use either the owner's driveway or the visitor parking areas. Additional vehicles must be parked in the visitor parking areas, NOT alongside the grassy areas or in front of the mailboxes. However, since Building 1 has no readily accessible visitor parking area, visitors must use the owner's driveway; and, when the driveway is full, may park alongside the grass on the side of the roadway opposite the building. However, all roadways must be kept open for emergency and fire protection vehicles at all times.

Speed limit on Cercle West II grounds is 10 miles per hour.

2. Pets

a. Pets are to be restrained from making disruptive noises and shall be attended on a leash at all times when outside.

b. Owners are responsible for picking up pet litter daily.

c. Pets are allowed in the unit but are restricted to one cat or one dog or other household pet, none of which are to exceed 20 pounds. Any unit owner requesting an exception to this rule must submit their request to the Board. See Section 14 of these rules for the procedure to make a request. (Bylaws Article V, Section XII, subsection e).

3. Trash

a. Trash is picked up on Friday morning during normal weeks. In holiday weeks the pickup may be delayed until Saturday morning. Please check the Town of Grand Chute website, www.grandchute.net, for holiday pickup dates.

b. Please place trash on the black top surface no earlier than 5 p.m. on Thursday evening or early Friday morning for Friday pickup, or the evening before or day of the pickup if the pickup date is changed.

c. If you will be absent on the day prior to or day of the trash pickup, please arrange to have your trash put out at the appropriate times. Do not leave your trash out longer than the approved times.

d. Dumpsters for collection of construction debris by a contractor are permitted with Board approval. However, they must be located on the unit's driveway and placed on top of a pallet to protect the driveway's asphalt surface.

4. Noise

Refrain from loud and disruptive noises in all areas. Activities which create disruptive noises are not permitted. (Bylaws Article V, Section XII, subsection c.)

5. Pool

Pool rules are made and enforced by the Recreation Association Board of Directors. Please read and abide by them.

6. Front Atrium and Rear Patio

These areas are for the personal and private use of the unit owner. The areas are intended for activities such as lounging, cooking, dining, and flower and plant gardening. No use is permissible which could cause a maintenance or pest problem or could be considered as unsightly clutter.

a. Towels, clothing and toys are to be removed from the areas nightly.

b. Snow removal is the responsibility of the unit owner. (Section 21 of the Declaration of Condominium and Article V, Section XI of the Bylaws.)

c. Covering, decorating or painting of any exterior wall is not permitted unless approved by the Board or its delegate(s). (Section 21 of the Declaration of Condominium and Article V, Section XI of the Bylaws.)

d. Replacement of existing outdoor carpeting with other carpeting is not permitted. Any changes to the cement surfaces require Board approval. See Section 14 of these Rules for the procedure to make a request.

e. No patio or atrium may be enclosed, nor may any permanent structure such as an awning be attached thereto, without the approval of the Board. (Section 21 of the Declaration of Condominium and Article V, Section XI of the Bylaws.)

7. Flags and Signage

- a. Real estate signs are not permitted except: Real estate Open House signs may be located on Nicolet Road and in front of the unit up for sale for only 24 hours prior to the open house. The signs may be no larger than 18" by 24".
- b. Flagpole holders and flagpoles are allowed on non-wood surfaces only. Any new flagpole installations need Board approval. Existing flagpoles are grandfathered.
- c. Flags other than the USA flag are limited to that of a sports team and may be displayed only on the day of the event.
- d. No novelty flags, please.

8. Owner's Use of Property

- a. Any unit owner who has a wood-burning fireplace should have it and the chimney inspected every two years. A copy of the inspection report must be forwarded to the Board. If the inspection indicates the flues should be cleaned, such cleaning must be done promptly.
- b. Climbing vines that attach to exterior or interior walls are not permitted.
- c. Garden equipment and accessories are not allowed on the grounds when not in use.
- d. Owners are encouraged to water vegetation as needed. There are wellheads throughout the property. Using the wellheads will save you a charge for water and sewer use from Grand Chute Utilities.

9. Doors and Windows

- a. The exterior window units and doors are part of the building unit which is owned by the Condominium Association. This includes the front door, garage service door, garage door, atrium sliding glass door, patio sliding glass door and all window units and panes. The unit owner is required to maintain and/or replace them. (Section 21 of the Declaration of Condominium and Article V, Section X of the Bylaws).
- b. Any storm/screen doors, whether at the front entrance or garage service door, which have been added by the current or prior owners are the responsibility of the current owner to maintain and replace when necessary. They must be painted to match the colors approved by the Board of Directors. Please check with your building representative to the Board to ensure color compliance. (Section 21 of the Declaration of Condominium and Article V, Section X of the Bylaws.)
- c. Any sliding storm doors at the atrium or patio entrance which have also been added by current or prior owners are the responsibility of the current owner to maintain or replace. (Section 21 of the Declaration of Condominium and Article V, Section X of the Bylaws)
- d. If the mounting or use of any storm/screen door damages the wood surrounding it, it is the responsibility of the unit owner to repair the damage.
- e. Maintenance of the window units, window panes and screens and replacement of any broken window units, window panes or screens are the responsibility of the unit owner. (Section 21 of the Declaration of Condominium and Article V, Section X of the Bylaws.)

10. Interior Surfaces

a. The product covering the interior studs: i.e., the drywall, is the responsibility of the unit owner to maintain. (Section 21 of the Declaration of Condominium and Article V, Section X of the Bylaws)

b. Any product covering the drywall: i.e., paint, wallpaper, or tile, is the responsibility of the unit owner to maintain. (Section 21 of the Declaration of Condominium and Article V, Section X of the Bylaws.)

c. Any product covering the floors: i.e., carpet, wood flooring, or tile, is the responsibility of the unit owner to maintain. (Section 21 of the Declaration of Condominium and Article V, Section X of the Bylaws.)

d. The heating and cooling units are owned by the unit owner who is responsible for their maintenance and replacement. (Section 21 of the Declaration of Condominium and Article V, Section X of the Bylaws.) However, if the units need to be replaced, the location of the replacement units is subject to the Association's guidelines. The Board has determined that the patio area is the best place to place the exterior portion of such units.

Other Requirements

11. Insurance

a. The Board of Directors has purchased insurance policies insuring the Association from loss or damage to Association property and other perils. The unit owner is required to carry insurance for the owner's personal property and personal liability perils. (Declaration of Condominium Section 22.) A copy of Section II of Article V of the Bylaws should be given to the unit owner's insurance agent to ensure coordination with the Association's insurance policies.

b. If a unit owner believes he has a potential claim against the Association's insurance carrier for damages within his unit as defined in our bylaws, he is to contact the Board representative for his building or another board member ASAP. Likewise, any damage report, suspected claim or claim for damages to a common area should be reported to the Board ASAP. NO unit owner should contact the insurance carrier directly; the Board will assist owners in expediting their claims.

12. Rental or Lease of a Unit

Per vote taken by owners on June 16, 2005, no renting or leasing is allowed other than to an immediate family member: i.e., Mother, Father, Son, Daughter. An owner can rent out a room but only if the owner still lives in the unit as well. If an extreme hardship exists, an owner may petition the Board for a special short-term exemption. Permission would require a two-thirds vote of the Board.

13. Sale or Transfer of a Unit

a. Per Section 15 of the Declaration of Condominium, the selling unit owner must give the Association, no less than 15 days prior to closing, written notice of the terms of the sale or other transfer together with the name and address of the proposed transferee. The Association has the first right and option to purchase such unit upon the same terms as it is offered, which option shall be exercisable within the 15 days following receipt of the notice. The Association shall not exercise any option without the prior consent of the unit owners holding at least 51 percent of the votes entitled to be cast at any meeting duly called to consider such action.

b. Per Section 703.33(1) of the Wisconsin Statutes, it is the unit owner's explicit responsibility to furnish any buyer with a copy of the current Declaration of Condominium, Bylaws, Articles of Incorporation of the Association, any rules or regulations, together with other items mentioned in that section of the Statutes. These documents must be furnished to the prospective purchaser not later than 15 days prior to the closing of the sale of a unit to a member of the public.

c. Potential owners should know that condominium living does have rules and regulations, and they need to assume responsibility for being familiar with those rules and regulations prior to ownership.

14. Request for a Rules Exemption

Any bylaw or rule may be overridden if these guidelines are followed:

a. The unit owner requesting a specific exemption must write a letter to the Board giving specifics of the request in order to obtain an exemption for the owner's unit.

b. The Board will review the specific details of the request at its meeting following receipt of the letter.

c. Any exemptions approved by the Board will be noted in the minutes of that meeting.

d. The Board will then respond by letter to the owner either approving or denying the request.

e. ALL requests for an exemption must be made proactively: i.e., before the fact.

15. Access to the Board

Per the Bylaws, the Board is required to meet at least four times a year. However, it usually meets monthly.

Any unit owner can request a meeting with the Board. To address the Board, contact the Board representative for your building and ask to be included on the agenda for the next Board meeting. The building representative will notify the unit owner of the date, time and location of the next scheduled meeting.

16. Requesting Condo Repairs to be Paid by the Association

If the owner believes he has a repair or expense that should be paid by the Association, he should take the following steps to obtain reimbursement:

- a. Contact your building representative or another Board member prior to taking any action or making any commitment.
- b. At least three Board members will assess the request ASAP. Depending upon the cost, bids may also be required.
- c. The unit owner will be notified of the decision. If approved, the Association will pay the contractor directly, not the owner.
- d. No Association expenses will be reimbursed unless the above Steps 1 to 3 are followed.

17. Address for Formal Communications, Payment, Invoices, etc.

To assure proper receipt of all formal communications, posting of payments, etc., please mail all correspondence to:

Cercle West II Condominium Association, Inc.
P.O. Box 7212
Appleton, WI 54914

18. Infraction of the Rules

If there is an infraction of these Rules or of the Bylaws, etc., the following steps may be implemented:

- a. A letter will be sent from the Board citing the specific infraction and asking for compliance within a stated reasonable period of time.
- b. If the unit owner takes no action within that time period, the Board has a responsibility to take the appropriate steps to correct the infraction. The unit owner may be billed if there is a cost involved. (Enforceable per Wisconsin Statutes Section 703.165.)

These Rules are for the protection of all unit owners and should be followed without exception unless written Board approval for a variance is requested and granted.

Thank you for your cooperation.

Cercle West II Board of Directors

OTHER PERTINENT INFORMATION

General Information:

The property within the boundaries of the condominium real estate can be considered to consist of three types: common areas, owner's unit, and limited common areas.

Common Areas

These are areas that are owned by all of the condominium unit owners. The Declaration of Condominium defines these areas as:

"The common areas include the land, the central service for cold water, the driveway and all other parts of the Condominium not within the Units themselves. Access to the common areas is from the garage, atrium (outside the gate), or patio at grade level." (Section 4 of the Declaration of Condominium.)

For example, the roads, shrubbery, driveways, aprons, doors, and sidewalks (up to the gate entrance) are considered common areas. The Association is responsible for repair and maintenance of these items.

Note: The buildings are not common areas.

Owner's Unit

This is the owner's private living unit. The owner is responsible for the cost of heat, light, maintenance and upkeep of the unit and has sole control of access to the unit. The Declaration of Condominium defines this area as:

"The boundaries of each unit shall consist of the cubic volume of the building, which is enclosed within the unfinished walls, floors, and ceilings. Any partition originally constructed in the building shall not be a part of a unit within the unfinished outside surface thereof. All fixtures, including plumbing, electrical, piping, wiring and others, within the unfinished walls, floors, and ceiling, whether or not originally supplied or built in shall be considered a part of any unit. In the event that a unit owner shall alter the interior of the unit in any manner, the alteration shall become a portion of the unit." (Section 12 of the Declaration of Condominium.)

Limited Common Areas

These are portions of the general commonly owned property, use of which is limited to these unit owners contiguous to the area. These areas include the building, front atrium area and the rear patio area of each unit. The Declaration of Condominium defines these areas as:

“All portions of the building which are not a part of the unit shall be designated as limited common areas except as otherwise defined herein as general common areas.” (Section 12E of the Declaration of Condominium.)

The roofs, edging gutters, downspouts, and exterior surfaces of the building are parts of the building, thus limited common areas. However, the Association retains the responsibility for maintenance of these areas. The front door, storm/screen doors, skylights and garage service door are also limited common areas, but per Section 21 of the Declaration of Condominium and Article V, Section X of the Bylaws, the unit owner is responsible for their maintenance and repair.

For purposes of Real Estate Taxes, the unit owner's taxable parcel includes his unit and his 1/38th interest in the common and limited common areas.

Operation of the Association

Under Section 703.15 of the Wisconsin Statutes, the affairs of the condominium shall be governed by an association of unit owners. Except for certain actions reserved to the unit owners by Chapter 703 of the Wisconsin Statutes, the Declaration of Condominium, or the Bylaws, all policy and operational decisions of the Association, including interpretation of the instruments, shall be made by the Board of Directors.

In 2003 the association of unit owners was incorporated as a non-profit, non-stock corporation and is now known as:

Cercle West II Condominium Association, Inc.

Members of the Board of Directors are selected by the unit owners at the annual meeting of the corporation held at a time and place and in such a manner as determined under the Bylaws. The Board consists of seven (7) persons: one representative selected from each building in the condominium and two representatives selected at large. At the first Board meeting of the year, the Board selects the officers of the corporation.

The Board is required to hold at least four meetings during the fiscal year but may schedule more if desired. As a matter of practice, the Board presently holds monthly meetings throughout the year.

The Board is required under Article VII of the Bylaws to give each unit owner a written report summarizing all receipts and expenditures of association funds at least semi-annually. In addition the Board is required to give each unit owner an annual report of the receipts and expenditures promptly after the close of the fiscal year.

The Board is empowered to assess fees to each unit owner to fund the expenses associated with the operation of the common areas. Presently, the Association collects a quarterly fee from each unit owner for this purpose.

AMENDED AND RESTATED BYLAWS

CERCLE WEST II CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

PLAN OF OWNERSHIP

SECTION I — APPLICABILITY (amended August 10, 2009): The provisions of these Bylaws are applicable to the Cercle West II Condominium Association, Inc. (hereinafter called the "Property"), a Condominium located in the Town of Grand Chute, Outagamie County, Wisconsin, which property has been submitted to the provisions of the Wisconsin Unit Ownership Act by a Declaration recorded in the Office of the Register of Deeds for Outagamie County, as provided in Section 703 of the Wisconsin Statutes and to the use and occupancy thereof.

SECTION II — OFFICE: The business office of the Condominium and the Board of Directors shall be located at the office of the current president of the Association in Appleton, Wisconsin. The registered office and registered agent will remain as shown in the Articles.

ARTICLE II

SECTION I — NUMBER AND QUALIFICATIONS (amended November 25, 1980 and August 10, 2009): The affairs of the property shall be governed by the Board of Directors (hereinafter called the Board).

The Board shall be composed of seven persons all of whom shall be either unit owners or spouses of unit owners. If a partnership or a corporation is an owner, any one member or employee of the partnership or any one officer or employee of the corporation is eligible to serve on the Board.

SECTION II — ELECTION AND TERM OF OFFICE (amended November 25, 1980 and August 10, 2009): The term of office for each director after the initial Board of Directors shall be three years. The initial election for Directors shall be held as follows: Each building's unit owners shall be entitled to elect one Director. Two Directors shall receive a one-year term, two Directors shall receive two-year terms, and three Directors shall receive three-year terms. At each annual meeting thereafter, the expiring terms of office shall be filled in the following manner. In the event that the term of office of a Director representing one building should expire, the unit owners from that building shall elect a successor Director to serve for a period of three years. The members of the Board shall hold office until their respective successors shall have been duly elected by the unit owners as set forth herein. Directors shall be eligible to succeed themselves. A Director shall be eligible to serve two consecutive terms and, after not serving for one term, shall become eligible to be elected and serve an additional consecutive two terms.

The 2009 amendment to these Bylaws shall not expand or extend the current terms of existing Board members. The current terms of office of existing Board members will expire upon their regularly scheduled termination dates existing from their prior date of election and the prior Bylaws in effect.

In the event that the size of the Board is increased, the term of office of an additional member shall be three years. If the number of directors is increased by more than one member, a drawing shall be held among the additional members and one member shall serve a three-year term, a second member shall serve a two-year term and any additional members shall serve a one-year term.

Prior to each year's elections, the Board shall appoint a nominating committee. The nominating committee shall consist of no more than five members, at least three of whom shall be persons who are not presently serving as Directors. The nominating committee shall nominate prospective Directors to succeed the Directors whose terms expire at the annual meeting.

SECTION III — POWERS AND DUTIES: The Board shall have the full powers and authority necessary or desirable for the complete administration of the affairs of the property and the enforcement of the provisions of the Wisconsin Unit Ownership act, the Declaration of Condominium, these Bylaws and the rules and regulations established hereunder, including but not limited to the following:

- a) Operation, care, upkeep and maintenance of the property, common areas, and facilities
- b) Determination and assessment of the amounts required for operation, care, upkeep, maintenance, and other affairs of the property
- c) Collection of the common charges from the unit owners.
- d) Employment and dismissal of the personnel as necessary for the efficient maintenance and operation of the property.
- e) Adoption and amendment of rules and regulations covering the details of the operation and use of the property.
- f) All checks, drafts, and other forms of withdrawal from the depository accounts of the Association shall be made only upon the joint signature of two members of the Board of Directors. If a committee of Board members has been established for a specific project requiring payment from Association funds, one Board member on the committee and one Board member not on the Committee are required to sign the check or other withdrawal document.

SECTION IV — MANAGING AGENT: The Board may employ for the property a managing agent (which may be the Declarant) to perform such duties and services as the Board shall authorize. The Board may establish the compensation for the managing agent and may

the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION XII — QUORUM OF BOARD OF DIRECTORS (amended August 10, 2009): At all the meetings of the Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

SECTION XIII — FIDELITY BONDS: The Board may obtain adequate fidelity bonds for all officers and employees of the property handling or responsible for funds. The premiums of such bonds shall constitute a common expense.

SECTION XIV — LIABILITY OF THE BOARD: The members of the Board shall not be liable to the unit owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the property unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the property. It is also intended that the liability of any unit owner arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interest of all the unit owners in the common areas and facilities. Every agreement made by the Board or by the managing agent on behalf of the property shall provide that the members of the Board or the managing agent, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interest of all unit owners in the common areas and facilities.

ARTICLE III

OFFICERS

SECTION I — DESIGNATION: The Principal officers of the property shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board.

SECTION II — ELECTION OF OFFICERS: Officers shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

SECTION III — REMOVAL OF OFFICERS: Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

SECTION IV — PRESIDENT (amended August 10, 2009): The President shall be the chief executive officer of the property. He shall preside at all meetings of the unit owners and of the Board. He shall have all of the general powers and duties which are incident to the office of the President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the property.

SECTION V — VICE PRESIDENT: The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

SECTION VI — SECRETARY (amended November 25, 1980): The Secretary shall keep the minutes of all meetings of the unit owners and of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall also count the votes taken at meetings of the Board or of the unit owners, but may appoint a substitute person to do so.

SECTION VII — TREASURER: The Treasurer shall have the responsibility for property funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposits of all moneys and all other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

SECTION VIII – AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.: All agreements, contracts, deeds, checks and other instruments of the property shall be executed by any two officers of the property or by such other person or persons as may be designated by the Board.

SECTION IX — COMPENSATION OF OFFICERS: No officer shall receive any compensation from the property for acting as such.

ARTICLE IV

UNIT OWNERS

SECTION I — MEETINGS (amended August 10, 2009): The annual meeting of the unit owners shall be held on the second Monday of August of each year commencing with the year 2009 or at such other date as designated by the Board of Directors. Meetings shall be held within two months of the date specified. At such meetings the Board shall be elected by ballot of the unit owners as set forth in these Bylaws. The unit owners may transact such other business at such meetings as may properly come before them.

SECTION II — PLACE OF MEETINGS (amended August 10, 2009): Meetings of unit owners shall be held at the principal office of the property or at such other suitable place convenient to the owners as may be designated by the Board.

SECTION III — SPECIAL MEETINGS: It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by unit owners owning a total of at least 25% of the common interest. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at the special meeting except as stated in the notice.

SECTION IV — NOTICE OF MEETINGS (amended August 10, 2009): The Secretary shall mail, email or personally deliver to each unit owner of record (at the building or such other address as such unit owner shall have designated by notice in writing to the Secretary) a written notice of each annual or special meeting of the unit owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held. The mailing, emailing or personal delivery of a notice of meeting in the manner provided in this section shall be considered service of notice.

SECTION V — ADJOURNMENT OF MEETINGS: If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

SECTION VI — TITLE TO UNITS: Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership.

SECTION VII — VOTING (amended November 25, 1980): The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast one vote per unit owned at all meetings of the unit owners. The designation of any such proxy shall be made in writing to the secretary and shall be revocable at any time by written notice to the secretary by the owner or owners so designating. No vote may be split into fractions. In the event that a condominium lien

has been filed against any unit, that unit shall not be entitled to vote until said lien has been satisfied.

SECTION VIII — MAJORITY OF UNIT OWNERS: As used in these Bylaws the term “majority of unit owners” shall mean those unit owners having more than 50% of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners.

SECTION IX — QUORUM (amended November 25, 1980): Unit owners present in person or by proxy having twenty votes shall constitute a quorum at all meetings of the unit owners.

SECTION X — MAJORITY VOTE: The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws.

ARTICLE V

OPERATION OF THE PROPERTY

SECTION I — DETERMINATION OF COMMON EXPENSES AND COMMON CHARGES (amended August 10, 2009): The Board shall from time to time, and at least annually, prepare a budget for the property, determine the amount of the common charges required to meet the common expenses of the property and allocate and assess such common charges against the unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the property, including without limitation, an amount for working capital or for a general operating reserve. The Board shall advise each unit owner in writing of the amount of common charges payable by him, and shall furnish copies of each budget on which such common charges are based to all unit owners and to their mortgagees.

SECTION II — INSURANCE (amended August 10, 2009): The Board shall be required to obtain and maintain, to the extent necessary and obtainable, the following insurance:

a) (Amended November 25, 1980) Fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the building (but not including those portions of the buildings which are located within a unit such as furniture, furnishings and other personal property supplied or installed by unit owners) together with all air conditioning equipment and other service machinery contained therein and the common areas. This insurance shall cover the property, the Board, and all unit owners and their mortgagees as their interest may appear in an amount equal to the full replacement value of the buildings without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Board as trustee for all unit owners and their mortgagees as their interest may appear.

- b) Workmen's compensation insurance
- c) Water damage insurance
- d) Public liability insurance
- e) Such other insurance as the Board may determine.

The amount of fire insurance to be maintained until the first meeting of the Board following the first annual meeting of the unit owners shall be in at least the sum of \$250,000.00.

All policies of physical damage insurance shall contain the authority of the insured to waive in writing the right of subrogation prior to loss and a waiver of any defense based on co-insurance or of invalidity of the policy arising from acts of co-insured as it affects other co-insureds and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common areas and facilities without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The public liability insurance shall be in such limits as the Board may from time to time determine and shall cover each member of the Board, the managing agent and each unit owner. The public liability coverage shall also cover cross-liability claims of one insured against the other. The Board shall review such limits each year at their annual meeting. Until the first meeting of the Board following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least \$300,000.00 covering all claims for bodily injury or property damage arising out of one occurrence.

Unit owners or their mortgagees are required under Section 23 of the Declaration of Condominium to carry personal property contents and public liability insurance for their own benefit provided that all policies shall contain the authority of the insured to waive in writing the right of subrogation prior to loss and a waiver of any defense based on co-insurance and further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

SECTION III — REPAIR OR RECONSTRUCTION AFTER DAMAGE (amended November 25, 1980): In the event of damage or destruction of all or part of the property, the damage shall be repaired or the property destroyed shall be rebuilt and restored unless 75 percent in interest of all of the unit owners shall vote to the contrary. Such vote shall be taken by the Association at a meeting called for that purpose within 90 days of the date of damage or destruction. In the event of reconstruction, the original design, plans and specifications shall be observed as nearly as practicable unless the Association authorizes a variance, provided,

however, that regardless of any authorized variance, the number of square feet of any unit may not vary by more than five percent from the number of square feet of such units as originally constructed. The number of units shall remain the same. In the event that the unit owners do not vote to repair, rebuild or restore the damaged property, the unit owners shall then sell the property or partition it in accordance with the provisions of Chapter 703 of the Wisconsin Statutes.

SECTION IV — PAYMENT OF COMMON CHARGES: All unit owners shall be obligated to pay the common charges assessed by the Board at such time or times as the Board shall determine.

No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof. A purchaser of a unit shall be liable for the payment of common charges assessed against such unit prior to the acquisition by him of such unit except for the amount of unpaid assessments prior to acquisition in excess of the amount set forth in a statement from the Board furnished pursuant to Section 703.24 of the Wisconsin Unit Ownership act, and except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for any such unit shall not be subject to a lien for the payment of common charges prior to the foreclosure sale.

SECTION V — COLLECTION OF ASSESSMENTS: The Board shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any common charge due which remains unpaid by him for more than 30 days from the due date for its payment.

SECTION VI — DEFAULT IN PAYMENT OF COMMON CHARGES (amended November 25, 1980): In the event of default by any unit owner in paying to the Board the assessed common charges, such unit owner shall be obligated to pay interest at 12 percent per year on such common charges from the due date thereof together with all expenses, including attorneys' fees, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charges together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner or by foreclosure of the lien on such unit granted by Section 703.16 of the Wisconsin Unit Ownership Act.

SECTION VII — FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES: In any action brought by the Board to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rents. The Board, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

SECTION VIII — STATEMENT OF COMMON CHARGES: The Board shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common charges.

SECTION IX — ABATEMENT AND ENJOINING OF VIOLATIONS: The violation of any rule or regulation adopted by the Board, or the breach of any Bylaws contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws: (a) to enter the unit in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

SECTION X — MAINTENANCE AND REPAIR (amended October 13, 2003 and amended August 10, 2009):

a) All maintenance and repairs to any unit, and limited common elements pertaining to that unit: i.e., atrium, patio, skylights and awning as described in Section 21 of the Declaration, ordinary or extraordinary shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and to common areas and facilities resulting from his failure to effect such maintenance and repairs.

b) In the event that the Board discovers that required unit owner maintenance or repair has not been done and that the failure of such required actions does or may unduly damage the building and common areas, the Board must give notice to the unit owner of such failure. The unit owner will have 30 days from receipt of such notice to effectuate such repair. In the event that the failure is not timely corrected, the Board may enter the unit or limited common areas under the unit owner's control and make the required repairs. The unit owner will be assessed in an amount equal to the cost of such repairs. The unit owner will be required to make payment of such assessment within 30 days of receiving the assessment notice. In case of failure to make payment of such assessment the Board shall take action to collect such assessment in a manner similar to that provided under Article V, Sections VI and VII of these Bylaws.

c) All maintenance, repairs and replacements to the common areas and facilities, as those terms are described in Section 4 of the Declaration, whether located inside or outside of the units (unless necessitated by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Board and be charged to all the unit owners as a common expense.

SECTION XI — PATIOS AND ATRIUMS (amended November 25, 1980 and August 10, 2009): The patios and atriums which are abutting each unit shall be for the exclusive use of the owner of each unit. Each unit owner is responsible for all maintenance and/or replacement of the concrete and awnings on such facilities. No patio or atrium may be enclosed, nor may any permanent structure such as an awning be attached thereto without the approval of the Board.

SECTION XII —USE OF UNITS: In order to provide for the maintenance, conservation, and beautification of the property, and for the health, comfort, safety, and general welfare of the unit owners, and to provide for the continual occupancy of the properties and for the protection of the values of the units, the use of the property shall be subject to the following limitations:

- a) The units shall be used for residences only.
- b) The common facilities shall be used only for the purpose for which they are reasonably suited and which are incidental to the use and occupancy of units.
- c) No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.
- d) No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board, whichever shall have the obligation to maintain or repair such portion of the property.
- e) No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that each unit may keep one dog not to exceed 20 pounds, unless approved by the Board or one cat and other small household pets (such as canaries or parakeets) provided that they are not kept, bred, or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance. Any pet excrement in common areas shall be removed immediately by the owner of the unit in which the pet resides.
- f) The Board may adopt such other reasonable rules and regulations as it may deem advisable from time to time to further promote the intention of this section governing the use of exterior signs, paved areas, the grounds, the garages and parking areas. Written notice of such rules and regulations shall be given to all unit owners; and the entire property shall, at all times, be maintained subject to such rules and regulations.

SECTION XIII — ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS (amended August 10, 2009): No unit owner shall make any structural additions, alterations or improvements in or to his unit, which would affect any other unit, without the prior written consent thereto of the Board. The Board shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit, within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board. The Board shall not be liable to any contractor, subcontractor or material supplier or to any

person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration or improvement.

SECTION XIV — ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE BOARD (amended November 25, 1980): Whenever in the judgment of the Board the common areas shall require additions, alterations or improvements costing in excess of \$3,800.00 per year and the making of such additions, alterations or improvements shall have been approved by 2/3 of the unit owners, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing \$3,800.00 or less per year may be made by the Board without approval of the unit owners and the cost thereof shall constitute common charge.

SECTION XV — RIGHT OF ACCESS: A unit owner shall grant a right of access to his unit to the managing agent, or any other person authorized by the Board for the following purposes:

- a) To correct any condition originating in his unit which threatens another unit or a common area;
- b) To correct any condition which violates the provisions of these Bylaws or the rules and regulations promulgated thereunder;
- c) To make inspections as may from time to time be required by the Board insurance companies, or other complaining unit owners.

Request for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of any emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

SECTION XVI — WATER: Water shall be supplied to the common areas for watering through the common wells located on the property and the Board shall pay, as a common expense, the cost of maintenance, repair and upkeep of said wells, along with the cost of electricity necessary to operate said wells.

SECTION XVII — ELECTRICITY: Electricity for heat, light, air-conditioning and general domestic purposes shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in his unit. The electricity serving the common areas, including the well and the exterior lighting, shall be separately metered; and the Board shall pay all bills for electricity consumed in such areas as a common expense.

SECTION XVIII — SEWER: Sewer charges assessed by the Town of Grand Chute Utility Districts shall be billed by the Utility directly to the unit owners, and these charges shall be paid by the individual unit owners, not by the Association.

ARTICLE VI

MORTGAGE AND SALE OF UNITS

SECTION I — MORTGAGE OF UNITS: Each unit may be separately mortgaged providing said mortgage covers the unit and the undivided interest in the common areas appurtenant thereto.

SECTION II — SALE OF UNITS: A unit owner may sell his unit providing the sale includes the undivided interest in the common areas appurtenant thereto and further providing that any deed to any intended grantee shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the Bylaws and the rules and regulations as the same may have been amended from time to time.

SECTION III — NO SEVERANCE OF OWNERSHIP: No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership.

SECTION IV — GIFTS AND DEVISES, ETC.: Any unit owner shall be free to convey or transfer his unit by gift, or to devise his unit by will, or to pass the same by intestacy, without restrictions.

SECTION V — PAYMENT OF ASSESSMENTS: No unit owner shall be permitted to sell, convey, mortgage, pledge, hypothecate, his unit unless and until he shall have paid in full to the Board all unpaid common charges theretofore assessed by the Board against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

SECTION VI — VIOLATION: Any purported sale of a unit in violation of this Article shall be voidable at the election of the Board.

ARTICLE VII

RECORDS

SECTION I — RECORDS AND REPORTS (amended August 10, 2009): The Board shall keep detailed records of its actions, minutes of the meetings of the Board, minutes of the meetings of the unit owners, and financial records and books of account for the property, including a chronological listing of receipts, expenditures, as well as a separate account of each unit which shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures shall be rendered by the Board to all unit owners at least semi-annually. In addition, an annual report of the receipts and expenditures shall be rendered by the Board to all unit owners promptly after the end of each fiscal year.

ARTICLE VIII

CONFLICTS AND INVALIDITY

SECTION I — CONFLICTS: These Bylaws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act as set forth in Chapter 703 of the Wisconsin Statutes. In case any of any conflict between Chapter 703 and these Bylaws, the terms of these Bylaws shall control to the extent the legislature did not intend to pre-empt the Association from adopting its own regulations in these Bylaws.

SECTION II — INVALIDITY: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforcement or effect of the balance of these Bylaws.

SECTION III — WAIVER: No restrictions, condition, obligation or provision contained in these Bylaws shall be deemed to have been waived or abrogated by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ADOPTION OF BYLAWS

The undersigned hereby certify that these Bylaws have been adopted pursuant to the required two-thirds vote of the unit owners at a meeting of unit owners held pursuant to these Bylaws for such purpose at an annual meeting of unit owners as required in ARTICLE IX set forth above held on the 10th day of August, 2009. The foregoing Bylaws incorporate the original Bylaws originating January 31, 1974 and all amendments subsequent thereto in addition to amendments made effective as of the date of this adoption.

Dated this 10th day of August, 2009.

**CERCLE WEST II CONDOMINIUM
ASSOCIATION, INC.**

BY: Nancy Wall
Nancy Wall, President

BY: Sue Eich
Sue Eich, Secretary

**AMENDMENT NO. 1 TO THE AMENDED AND RESTATED DECLARATION OF
CERCLE WEST II CONDOMINIUM**

AMENDMENT made this 23rd day of June, 2010, by the undersigned President and Secretary of the Cercle West II Condominium Association, Inc. ("Association").

Preamble. An Amended and Restated Declaration of Cercle West II Condominium was executed on August 10, 2009, and recorded in the office of the Register of Deeds for Outagamie County on December 16, 2009, as Document No. 1859345 ("Declaration"). At a duly called and held meeting of the Association, by the affirmative vote in number and common interest of at least 75% of all unit owners, as approved by the mortgagees of those unit owners voting in favor of the amendment, and in conformance with the Declaration and Section 703.09(2) Wis. Stats., Section 15 of the Declaration is amended as follows:

1. The heading of Section 15 of the Declaration shall be deleted in its entirety, and the following inserted in its place:

CONVEYANCE OR OTHER DISPOSITION.

(Added June 7, 1982; amended August 10, 2009, and June 23, 2010)

2. The second paragraph of Section 15 of the Declaration which begins, "The Association shall . . ." is deleted in its entirety.

3. The first sentence of the second to last paragraph of Section 15 of the Declaration is deleted in its entirety, and the following inserted in its place:

In the event of a conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee.

4. All other provisions of the Declaration, as amended, shall be unaffected by these amendments and shall remain in full force and effect.

Dated this year and date first written above.

CERCLE WEST II CONDOMINIUM
ASSOCIATION, INC.

By: James F. Larson
James F. Larson, President

By: Paul Thompson
Paul Thompson, Secretary
Hanson

