

**REVISED AND RESTATED BY-LAWS OF
MARINA COVE CODOMINIUM ASSOCIATION
TABLE OF CONTENTS**

ARTICLE I	NAME AND LOCATION.....	2
ARTICLE II	DEFINITIONS.....	2
ARTICLE III	MEETINGS OF MEMBERS.....	3
ARTICLE IV	BOARD OF DIRECTORS SELECTION AND TERM OF OFFICE.....	4
ARTICLE V	MEETING OF THE DIRECTORS.....	5
ARTICLE VI	POWERS AND DUTIES OF THE BOARD OF DIRECTORS.....	6
ARTICLE VII	OFFICERS AND THEIR DUTIES.....	8
ARTICLE VIII	COMMITTEES.....	9
ARTICLE IX	BOOKS AND RECORDS.....	9
ARTICLE X	ASSESSMENTS.....	10
ARTICLE XI	ABATEMENT AND ENJOINNG OF VIOLATIONS.....	11
ARTICLE XII	SALE OF UNITS.....	13
ARTICLE XIII	RULES AND REGULATIONS.....	14
ARTCLE XIV	CONFLICTS.....	14
ARTICLE XV	AMENDMENTS.....	14
ARTICLE XVI	FISCAL YEAR.....	14
ARTICLE XVII	PIER SLIIP USAGE.....	14
ARTICLE XVIII	OCCUPANCY RESTRICTED.....	15

REVISED AND RESTATED BY-LAWS
OF
MARINA COVE CONDOMINIUM ASSOCIATION

ARTICLE I. Name and Location

The name of the Association is MARINA COVE CONDOMINIUM ASSOCIATION, hereinafter referred to as the "Association". The principal office of the Association shall be at Marina Court, in the Village of Waterford, Racine County, Wisconsin, and the mailing address for the Association shall be Marina Cove Condominium, Marina Court, Waterford, Wisconsin 53185. Meetings of the membership of the Association and of the Directors of the Association may be held at other places within the State of Wisconsin, or virtually, all as notices pursuant to the hereinafter stated rules and regulations.

ARTICLE II. Definitions

- A. **"Association"** shall mean and refer to MARINA COVE CONDOMINIUM ASSOCIATION, an unincorporated association organized pursuant to the laws of the State of Wisconsin under s.703.15, in accordance with the condominiums Declaration and Bylaws.
s. 703.02 (1m), Declaration page 5, 10.1

- B. **"Property"** shall mean and refer to that certain real estate described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.
s. 703.02 (14), Declaration page 2, 4

- C. **"Common Elements"** shall mean and refer to all property, except the individual units, maintained by the Association for the common use and enjoyment of the owners, which are identified more particularly in the Declaration or Plat of condominium ownership for MARINA COVE CONDOMINIUMS.
s. 703.02 (2), Declaration page 3, 7

- D. **"Limited Common Element"** shall mean those common elements (areas) which are identified more particularly in the Declaration or Plat of condominium ownership for MARINA COVE CONDOMINIUMS, which are specifically reserved for the exclusive use of one or more owners, but in no event, for all of the unit owners.
s. 703.02 (10), Declaration page 4, 8.1

- E. **"Unit"** shall mean that portion of the property subject to the Declaration, consisting of a portion of a residential building constructed on the aforementioned real estate, having a separate entrance, with enclosed rooms or areas occupying said building, more particularly described in the Declaration of condominium ownership for MARINA COVE CONDOMINIUMS.
s. 703.02 (7), Declaration page 2, 5.2

- F. **“Owner”** shall mean and refer to the record owner, whether singular or plural, persons or entities, of a fee simple title to a unit. This shall not be deemed to include any person or entity who may hold such interest as a security for the performance of an obligation. **s.703.02(17)**

- G. **“Declarant”** shall refer to Allesee Development Incorporated, a Wisconsin Corporation the owner herein who is subjecting its property to this Declaration.
s. 703.02 (7), Declaration page 1

- H. **“Declaration”** shall mean and refer to the Declaration of Condominium Ownership applicable to the property to be recorded in the office of the Register of Deeds for Racine County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.
s. 703.02 (8), Declaration page 1

- I. **“Member”** shall mean and refer to those persons entitled to membership as provided in the Declaration.
Declaration page 5, 10.1

ARTICLE III. Meeting of Members

- A. **Annual Meeting:** The Association shall have an annual meeting of members at such time as the members shall mutually agree. In the event all members cannot agree to a time for the annual meetings, the Board of Directors may designate a reasonable time.

- B. **Special Meeting:** Special meetings of the members may be called at any time by the Board of Directors or by the President of the Association, or upon written request of the members who are entitled to vote one-half of all the votes.

- C. **Place of Meeting:** All meetings of unit owners shall be held at such place as the Board of Directors may designate from time to time within the Village of Waterford, or at such other place, whether physical or virtual, as all of the members shall mutually agree. In the event all members cannot agree to a place for the members meetings, the Board of Directors may designate a reasonable place.

- D. **Notice of Meetings:** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by delivering written notice, either electronically, personally or by mail at least Ten (10) days before such meeting, to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of giving all notices of meetings, shall specify the place (whether physical or virtual), day and hour of the meeting, and purpose of the meeting. In lieu of such notice, waivers may be accepted from all unit owners.

- E. **Quorum:** The presence at the meeting of members entitled to cast, or proxies entitled to cast, fifty percent (50%)* of the votes of the Association shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the

power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. In determining said quorum, members present in person, electronically, or by proxy shall be counted in determining the total number of voting members present at the meeting.

- F. **Proxies:** At all meetings of members, each member may vote in person, electronically (remotely, via electronic means) or by proxy. All proxies shall be in writing and filed with the secretary. Proxies may be filed with the secretary via email or other electronic means. Every proxy shall be effective for a maximum of one hundred eighty (180) days (unless granted to a mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the member of his or her unit.

s. 703.15 (4) (d) 1

- G. **Action Without a Meeting by Written Ballot:** Any action required or permitted by any provision of the Declaration or these Bylaws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary via email or other electronic means. Once received by the Secretary of the Association, a written ballot may not be revoked.

- H. **Declarant's Control:** Declarant control ceased five (5) years from the date the first unit was conveyed by Declarant, or (30) days after the conveyance of seventy-five (75%) percent of the Common Element interests to purchasers, whichever time occurred first. **s.703.15 (2) (c)**

ARTICLE IV. Board of Directors Selection and Term of Office

- A. **Election and Terms of Office:** At the Annual Association meeting, unit owners shall elect directors and officers of the Association. Each unit shall be entitled to one vote for these purposes, regardless of the nature of unit ownership. There shall be four (4) directors elected for one (1) year terms, and from these directors the membership shall further elect a President, a Vice President, a Secretary and a Treasurer, to serve in those capacities for the same one (1) year term. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a Partnership, then a general partner of such Unit Owner may be a director and if Unit Owner or such partner is a corporation, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a director. If a Unit or Units has shared ownership interest, the owners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes

delinquent on any payment to the Association, the director is required to resign from the board position (and any officer position held) unless the Unit Owner brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during the term, the director shall thereupon cease to be a director and that place on the Board shall be deemed vacant. Except for resignation, removal or death, each Director shall hold office until his/her respective successor has been elected by the unit owners. **s.703.10 (2) (d)**

- B. **Removal of Directors:** Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association, or by majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
- C. **Compensation:** No director shall receive compensation for any service he may render to the Association. A Director may be reimbursed for his actual expenses incurred in the performance of his duties.
- D. **Action taken without a meeting:** In the absence of a formal meeting, the Directors shall have the right to take any action which they could take at a meeting by obtaining the written approval of all the Directors. Such written approval may be provided via email or other electronic means. Any action so taken, shall have the same effect as though taken at a formal meeting of the Directors.

ARTICLE V. Meeting of Directors

- A. **Regular Meeting:** Regular meetings of the Board of Directors shall be held periodically, without notice to members, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
- B. **Special Meeting:** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any one (1) Director, after not less than twenty-four (24) hour notice to the other Directors.
- C. **Quorum:** Three (3) of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by three (3) of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board
- D. **Waiver of Notice:** Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board in writing. The giving of such waiver shall be deemed equivalent to the giving of proper notice of said meeting. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, said meeting shall be deemed to have been properly called, with proper notice, whether notice was given or not, and any business may be transacted at such meeting.

- E. **Attendance by telephone or electronic media:** Directors may attend Board Meetings via any electronic media available, including by telephone, which allows the Director to hear the comments of the other Directors and each of the other Directors to hear the comments of the Director appearing by electronic media.

ARTICLE VI. Powers and Duties of the Board of Directors

- A. **Powers:** In addition to other authority granted them by law, the Board of Directors shall have the power to: **s. 703.15 (3)**
1. Formulate and propose rules and regulations governing the use of the Common areas and Facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the breaking of these rules and regulations, and to enforce such rules and regulations as may from time to time be in force in the name of the Association. The Rules and Regulations are as set forth in **Exhibit "A"** appended hereto.
 2. Prohibit a unit owner from voting at a meeting of the Association if the Association has recorded a statement of a condominium lien on the person's unit and the amount necessary to release the lien has not been paid at the time of the meeting. **s.703.10 (4)**
 3. Exercise for the Association all policy and operational decisions of the Association, including interpretation of the condominium instruments, Bylaws, Rules, and other documents relating to the condominium or the Association, EXCEPT FOR MATTERS RESERVED TO THE ASSOCIATION MEMBERS OR UNIT OWNERS by the Declaration, or the Bylaws.
 4. Remove a member of the Board of Directors with or without cause.
 5. Employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties.
 6. Foreclose a lien for which assessments are unpaid within thirty (30) days after the due date, or bring an action at law against the owner personally obligated to pay the same.
 7. Open bank accounts on behalf of the Association and to designate the signatories required therefore.
 8. Purchase, lease, or otherwise acquire in the name of the Association, or its designee, corporate or otherwise, on behalf of all unit owners, any unit offered for sale or lease, or surrendered by the owners to the Board of Directors.
 9. Purchase units at foreclosure or other judicial sales in the name of the Association, or its designee, on behalf of all unit owners.

10. Sell, mortgage, and vote the votes (other than for the election of members of the Board of Directors) which they might be entitled to by reason of the Association owning any units acquired by or leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners.

11. Acquire and convey property and borrow money on behalf of the Association.

s. 703.10(2)(f)

B. **Duties:** It shall be the duty of the Board of Directors to:

1. To keep a complete record of all acts and corporate affairs, going back at least six (6) years, and to present a statement thereof at the annual meeting of the members, or at a special meeting when such statement is requested in writing by seventy-five percent(75%) of the members entitled to vote. (A unit owner, on 10 business day written notice to the Association, is entitled to inspect all of these records, going back six (6) years, and make copies, refer to statute 703.20 for complete requirements/ exceptions).
2. Supervise all officers, agents and employees of the Association and to see that their duties are properly performed.
3. As provided in the Declaration:
 - a. Set the amount of annual assessment against each unit at least thirty (30) days in advance of each annual assessment.
 - b. To send written notice of each assessment to every unit owner subject thereto at least ten (10) days in advance of each annual assessment.
4. Issue upon demand, a certificate setting forth whether or not any assessments are outstanding against any unit. If such a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.
5. Obtain insurance for the property against loss or damage by fire and such other hazards for not less than full replacement value of the property insured and a liability policy covering all claims commonly insured against. **s.703.17 (1), Declaration page 11**
6. Cause all officers and/or employees having fiscal responsibilities to be bonded, as it may be deemed appropriate.
7. Cause the common areas to be maintained.
8. In its sole discretion, charge reasonable fees for the use of any recreational facilities constructed upon the common areas.
9. Prohibit any unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the person's unit and the amount necessary to release the lien has not been paid at the time of the meeting. **s. 703.10 (4)**

10. Grant easements through or over the common areas.
 11. Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of a unit or any other portion of the condominium.
 12. Make contracts or incur liabilities in connection with the operation of the condominium, not to exceed five thousand dollars (\$5,000) per project or contract. Any contract or project that would exceed this dollar limit would require an affirmative vote of sixty-seven percent (**67%**) of the unit owners for approval. //
 13. Maintain a current roster of names and addresses (physical and electronic) of unit owners to which all notices shall be sent.
 14. Deny the right to vote at an Association meeting to a unit owner who shall not have furnished to the Association the unit owner's name and current mailing address.
- s. 703.15 (4) (b)**

ARTICLE VII. Officers and Their Duties

- A. **Officers:** The Officers of this Association shall be a President, Vice President, Secretary and Treasurer, who shall at all times be members of the Board of Directors, and such other Officers as the Board of Directors from time to time may establish.

Election of Officers: The election of Officers shall take place at the annual meeting of the Association.
- B. **Term:** The Officers of this Association shall be elected annually by the members of the Association and each shall hold office until his successor is elected, unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.
- C. **Special Appointments:** The Board of Directors may elect such other Officers as they may deem beneficial to the Association, and create such duties and authorities as may be beneficial to the Association.
- D. **Resignation or Removal:** Any Officer may be removed from office, with or without cause, by the Board of Directors. Any Officer may resign at any time, giving written notice to the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- E. **Vacancies:** A vacancy in any office may be filled by the appointment by the Board of Directors. The Officer appointed to such vacancy shall serve for the remaining term of the Officer being replaced.

F. **Multiple Offices:** No person shall simultaneously hold more than one of any of the offices designated hereinabove.

G. **Duties:** The duties of the Officers shall be as follows:

1. **President:** The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, shall sign all mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors.
2. **Vice President:** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.
3. **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting and deliver a copy of each to the members.
4. **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; serve notice of meetings of the Board of Directors and of members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

ARTICLE VIII. Committees

The Board of Directors may appoint such committees as it deems appropriate to carry out its purpose.

ARTICLE IX. Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, Bylaws and Articles of the Association shall be available for inspection by any member at the principal office of the Association, or copies may be purchased at a reasonable cost.

A unit owner, on at least 10 business days written notice to the Association, or other day agreed to by the Association, is entitled to inspect all of these records delineated in Wis. Stat Section 703.20, going back 6 years, and make copies. The Association can charge the unit owner (a) a reasonable cost of the copies: or (b) the cost of labor and materials to provide the copies but no more than the actual cost or \$150, whichever is less.

s. 703.20

ARTICLE X. Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the 5th of the month, 5 pm, the assessment shall bear interest from the date of delinquency at eighteen percent (18%) per annum, compounded monthly, and incur a late fee \$50.* The Association may bring an action at law against the owner personally obligated to pay the same and/ or foreclose a lien against the property, and interest, late fees, costs and the actual attorney's fees of such action shall be added to the amount of such assessment and be a part of the lien. No owner may waiver or otherwise escape liability for the assessments provided for therein by nonuse of the Common Elements or abandonment of his unit.

s. 703.165, s. 703.205

The Association shall establish and maintain two separate accounts, the funding of which the Association shall accomplish by assessment as above-set forth. One account shall be for the purpose of the maintenance of the property and shall be known as the Association Maintenance Fund, which will be established for the purpose of funding the ongoing of upkeep for the Common Elements, as from time to time incurred by the Association, including but not limited to lawn maintenance and landscaping upkeep, snow and ice removal, asphalt coating and repair, utility line maintenance, utility services charges, real estate taxes, insurance premiums, any other or related expenses reasonably incurred for the benefit of the Common Elements of the Condominium. Secondly, there shall be a fund established for capital improvements to the property which shall be referred to as the Association Capital Account, and these monies shall be assessed annually for the purpose of restoring and repainting in the Common Element, re-roofing in the Common Element, reconstruction and repair to wharves, piers, and river embankments and retention areas, and any other capital improvements or repairs which are deemed necessary by the Association from time to time. **s. 703.163 (5)**

The **ANNUAL BUDGET** shall be prepared and determined by the Board of Directors and distributed to the membership each calendar year at the annual meeting. The Board shall advise all members of the Association in writing of the amount of common charges payable on behalf of each unit at the date of the annual members meeting. That budget, and the described unit charges, shall take effect until the budget is amended pursuant to the following paragraph:

If within thirty (30) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (**50%**) of the membership entitled to vote with respect to such charges, the Directors shall notify all members of a special meeting called for the sole purpose of reviewing said charges or budget at such meeting. The vote of more than fifty percent (**50%**) of the membership entitled to vote may revise the budget and charges. Such revised budget and corresponding charges shall replace for all purposes the ones previously established: provided that until this bylaw amendment shall become effective by the establishment of a budget by the Board of Directors, the existing budget and corresponding charges shall remain in effect.

In case of unexpected expenses a special meeting will be called for the sole purpose of reviewing said charges or budget. At such meeting, the vote of more than fifty percent (**50%**) of the membership

entitled to vote may revise the budget and charges and such revised budget and corresponding charges shall replace for all purposes the ones previously established: provided that until this bylaw amendment shall become effective by the establishment of a budget by the Board of Directors, the existing budget and corresponding charges shall remain in effect.* **s. 703.161**

ARTICLE XI. Abatement and Enjoining of Violations

The violation of any rule or regulation adopted by the Association, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors 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 hereof and the Board of Directors shall not thereby be guilty in any manner of the trespass: and/or
- B. To fine the unit owner for violations as set forth in Section D.4 below: and/or
- C. To enjoin, abate or remedy such thing or condition by appropriate legal proceedings.
s. 703.32 (4)

D. COMPLIANCE AND DEFAULT

- 1. **Unit Owners Subject to Act:** Declaration, Bylaws and Rules and Regulations. All Unit Owners shall be governed by and shall comply with the provisions of the Act, the Declaration, these Bylaws and the Rules and Regulations, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Unit Owners Association to the relief as provided in this Article. Any other Unit Owner may sue such Unit Owner for the damages caused by the failure or for injunctive relief. In addition, the Association shall have the enforcement authority contained in the Bylaws of the Association.
s. 703.10 (1), s. 703.245, Declaration page 15, 20.1
- 2. **Legal Proceedings:** An action to recover any sums due for assessments, money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in these Bylaws, the Rules or in the Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, may be sought by the Association, and shall not constitute an election of remedies.
Against
- 3. **Costs and Attorney's fees:** The Board may assess a Unit Owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney

fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

4. **Fines:** The Board of Directors may levy (by majority vote of the Board) reasonable fines against Unit Owners for violations of the Rules and Regulations, the Condominium Documents or the Act , by the Unit Owner ,his or her family members, guests, invitees, employees and/or agents. No fine may be levied for more than one percent (1%) of such Unit Owner's annual assessment for any one violation: but each day a violation continues after notice is given to the Unit Owner is a separate violation. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until hearing before the Board of Directors is held. Fines and any attorney's fees and costs described in Section 3 above are special assessments and shall be collectible as such. **s.703.24**

5. **No Waiver of Rights:** The failure of the Unit Owners Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Declaration, these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Unit Owners Association to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners Association pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such rights as may be granted to such party by the Condominium Act, the Declaration, these Bylaws or the Rules and Regulations, or at law or in equity. A suit to recover a money judgement for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgement. **Declaration page 15, 20.2**

6. **Grievance Procedure:**

LIMITATION ON JUDICIAL ACTIONS. An Association may not commence or maintain a claim in circuit court against a Unit Owner unless the Association complies with this section, and a Unit Owner may not commence or maintain a claim in circuit court against an Association unless the Unit Owner complies with this section. **Refer to statute 703.245 for complete requirements and exceptions.**

- A. The Board of Directors or any Unit Owner may file a written complaint with the Secretary of the Association against another Unit Owner or the Association for violation of the Act, the Declaration, these Bylaws and any Rules and Regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefore and the hearing procedure to the Unit Owner complained of by personal or electronic delivery or by certified mail, return receipt requested. The Unit Owner complained of may within

fifteen (15) days of the delivery or mailing of the notice file a written answer with the Secretary admitting or denying the allegations of the notice. If, within the time period allowed, the Unit Owner complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the Unit Owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Grievance Committee to be held no more than thirty (30), but not less than fourteen (14) days, after delivery or mailing of a notice of hearing to the parties.

- B. Upon delivery or mailing of the notice of hearing, the President of the Unit Owners Association shall appoint the Grievance Committee. The Grievance Committee shall consist of Unit Owners who are not members of the Board of Directors, relatives of the Unit Owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.
- C. The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining Unit Owner. The parties and the Grievance Committee shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each Unit Owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within seven (7) days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the Unit Owners effective as of the date that the complaint is served on Unit Owner.*

ARTICLE XII. Sale of Units

- A. **Sales:** No Unit Owner may sell his unit or any interest therein except by complying with the provisions of this section. A Unit Owner's sale of his unit shall include the sale of (a) the percentage of undivided interest in the Common and Limited Common Elements and facilities shall not be separated from the unit to which it appertains (b) the interest in such unit owner in any units theretofore acquired by the Association, or its designee, on behalf of all Unit Owners, or the proceeds of the sale thereof, if any; and (c) the interest of such unit owner in any other assets of the property, hereinafter collectively called the "Appurtenant Interests".

Declaration page 13, 18

s. 703.33 Disclosure requirements. (1) MATERIAL TO BE FURNISHED BY SELLER TO PURCHASER BEFORE CLOSING. Not later than 15 days prior to the closing of the sale of a unit to a member of the public, the seller shall furnish to the purchaser the following: A copy of the proposed or existing Declaration, Bylaws and any Rules or Regulations, together with an index of the contents.

- B. **Payment of Assessments:** No Unit Owner shall be permitted to convey, mortgage, pledge ,hypothecate, sell or lease his unit until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.
s. 703.165, s. 703.24, Declaration page 12, 16

ARTICLE XIII. Rules and Regulations

The Rules and Regulations governing the use of units and common elements of Marina Cove Condominium are as set forth in **Exhibit "A"** appended hereto. The Rules and Regulations governing the use of units and common elements of Marina Cove Condominium shall remain in full force and effect until amended by an affirmative vote of eighty percent (**80%**) of the Unit Owners, acting at a duly noticed meeting of the Association. The Board of Directors may propose amendments at any time but no amendment shall become effective as to Unit Owners until adopted by the Association members. The Rules and Regulations shall run with the ownership of any unit in the condominium and shall be enforced by the Board of Directors on behalf of the Association. Any conveyance of a unit in the condominium shall recite that title thereto is subject to the conditions and restrictions set forth in the Declaration, the Bylaws and the Rules and Regulations adopted pursuant to the Bylaws.

ARTICLE XIV. Conflicts

These Bylaws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case there is any conflict between the provisions of these Bylaws, the Act, the Declaration of Condominium, the Plat, or the Restated Articles of Association, the following shall apply:

- A. The provisions of the Act control over the provisions of the Declaration of Condominium, the Plat, the Bylaws and the Restated Articles of Association.
- B. The provisions of the Declaration of Condominium control over the provisions of the Plat, the Bylaws and the Restated Articles of Association.
- C. The provisions of the Declaration of Condominium and the Plat control over the provisions of the Bylaws and the Restated Articles of Association.
- D. The provisions of the Restated Articles of Association control over the provisions of the Bylaws.

ARTICLE XV. Amendments

These Bylaws may be amended by affirmative vote of at least sixty-seven percent (**67%**) of the members. **s. 703.10 (5)**

ARTICLE XVI. Fiscal Year

The fiscal year of the Association shall be the annual period beginning January 1 and ending December 31, or such other fiscal year as the Board of Directors may, from time to time designate.

ARTICLE XVII. Pier Slip Usage

The rental of private pier slips in the Marina Cove Condominium Association is hereby prohibited. Use of private pier slips will be limited to current owners/tenants only. / #

ARTICLE XVIII. Occupancy Restricted

Occupancy of a unit shall only be by the owner thereof or his or her immediate family (children grandchildren, parents, nephews, or nieces). Additionally, one adult invitee of the owner may reside in the unit provided that the owner resides in the unit simultaneously with the invitee. No rental, lease or other occupancy of the unit shall be allowed, subject only to the following exceptions:

1. A fiduciary, such as a trustee, if the occupant of the unit is a beneficiary of the fiduciary entity.
2. Purchase money mortgagees of the unit or the Association, where the unit is acquired by foreclosure of the mortgagee's interest, either judicially or by accepting a deed in lieu of foreclosure.
3. Special Hardship Exception. The Board of Directors shall have the authority to waive the requirement of this Section upon request of a Unit Owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. Request for a waiver shall be made to the Association in writing, and considered by the Board of Directors at a meeting for that purpose. Any exception granted by the Board of Directors must be in writing and signed by at least two (2) members of the Board.

Note: Sections of this document that are italicized with a suffix symbol attached to the end denote amendments to the Bylaws. Consult the legend below for amendment dates.

/ Amendment passed January of 1996.

// Amendment passed January of 1997.

* Amendments passed June 6th, 2001.

Amendment passed June, 2004.

THESE BYLAWS HAVE BEEN REVISED AND RESTATED August 3, 2024 in compliance with the Act and Declaration.