

**BYLAWS
OF
EDGEWATER BLUFF VILLAS OWNERS' ASSOCIATION. INC.
(A Non-Stock, Non-Profit Corporation)**

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(A Non-Stock, Non-Profit Corporation)**

**ARTICLE I
NAME AND ADDRESS**

1.1. Name; Purpose. The name of the corporation shall be Edgewater Bluff Villas (the "Association"). The Association is incorporated as a non-stock, nonprofit corporation under the provisions of the Wisconsin Non-stock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.2. Address. The mailing address of the Association shall be: Edgewater Bluff Villas, 5327 Sunset Bluff Drive, Green Bay, WI 54311.

1.3. Persons Subject to Bylaws. These Bylaws (the "Bylaws") shall be binding on all individual and joint Unit Owners, their heirs, successors, and assigns, and shall govern the use, occupancy, operation, and administration of the Condominium.

1.4. References to Declaration. The terms defined or referenced in the Declaration are hereby adopted for these Bylaws.

**ARTICLE II
MEMBERSHIP**

2.1. Membership. The membership of the Association shall at all times consist exclusively of all Unit Owners of the Condominium. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.2. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.3. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw from membership in the Association nor may any Unit Owner be expelled from such membership.

2.4. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notices of meetings of the Association shall be sent, all Mortgagees of the Unit if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.5, and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meeting of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or an interest therein shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released. The secretary shall make appropriate changes to the membership list effective as of the date of the mortgage or release, as the case may be.

2.5. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer, identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee if any, and in the case of a Unit owned by multiple Unit owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.4, effective as of the date of transfer.

2.6. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.7. Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.8. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Non-stock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.9. Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to Mortgagee or tenant of a Unit.

2.10. Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of the multiple Unit Owners is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not the Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.10) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation, signed by all Unit Owners of such Unit has been received by the secretary of the Association before casting such a vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

ARTICLE III **MEETING OF MEMBERS**

3.1. Place. All meetings of the Unit owners shall be held at the Association Clubhouse.

3.2. Annual Meetings. Regular annual meetings shall be held on the third (3rd) Saturday of September of each year for the purpose of electing officers and for transacting any other business authorized by the Unit owners.

3.3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association or upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.4. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than sixty (60) days) written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.5. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that might have been transacted at the meeting originally called.

3.6. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.7. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order;
- (b) Calling the roll of Unit Owners and certifying the proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Review and ratification of Rules & Regulations enacted by the Board of Directors since last annual meeting;
- (h) Election of directors;
- (i) Unfinished business;
- (j) New business; and
- (k) Adjournment.

3.8. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Non-stock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action to be taken, is signed and dated by all Unit Owners that

would have been entitled to vote on the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.9. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Non-stock Corporation Law, the Declaration, the Articles, 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 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. Once received by the secretary of the Association a written ballot may not be revoked.

ARTICLE IV **BOARD OF DIRECTORS**

4.1. Number and Membership in Association. The affairs of the Association shall be managed by a Board of Directors composed of 3, 5, or 7 directors with the number at any given time to be determined by the Board or the voting members of the Association.

4.2. Term of Office. Each director shall take office at the Annual Meeting and shall serve for a term of one (1) year or until his/her successor shall be elected.

4.3. Election of Directors. One (1) month before each Annual Meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as Directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote on the election of any Director may nominate a person to serve as a Director. If the number of nominees equals the number of Directors to be elected, the nominees shall automatically become the new directors to take office at the Annual Meeting. If the number of nominees is fewer than the number of Directors to be elected, the secretary shall solicit further nominees by mail. If the number of

nominees exceeds the number of Directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.9 with all written ballots due before the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as Directors and shall take office at the Annual Meeting.

4.4. Vacancy and Replacement. If the office of any Director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the Directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the Director who left office or until a successor is elected in accordance with these Bylaws.

4.5. Removal. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.6. Compensation. No Director shall receive any compensation for his or her services as a Director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of Director's duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.1. Regular Meetings. A regular meeting of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting. Other regular meetings of the Board of Directors may be held at such times and places as the Board of Directors determines. Notice of such regular meetings shall be made to all Unit Owners.

5.2. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any Director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.3. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) day's prior written notice delivered personally, electronically or by mail by the secretary to each of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any Director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.4. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Non-stock Corporation Law, the Declaration, the Articles, or these Bylaws, every act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the Directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business that might have been transacted at the meeting originally called.

5.5. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent setting forth the action so taken, is signed by two-thirds (2/3) of the Directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.1. Powers and Duties. All powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Non-stock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power and duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and the rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;
- (f) Sue on behalf of all Unit Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;
- (j) Receive any income derived from payments, fees, or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;
- (k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance and use of any portion of the Condominium and the personal conduct of any person on or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, rules and regulations that are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors.
- (l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty, and the Association and Unit Owners against public liability as provided in the Declaration, and purchase such other insurance as the Board of Directors may deem advisable;
- (m) Keep all books and records and prepare accurate reports of all transactions of the Association;
- (n) Appoint committees to carry out the tasks that the Board of Directors deems necessary or appropriate;
- (o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;
- (p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any default in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and
- (q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.2. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.1 and 7.7.

ARTICLE VII
OFFICERS AND THEIR DUTIES

7.1. Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners. The same individual may simultaneously hold more than one office in the Association.

7.2. Election of Officers. The officers shall be elected annually by the Board of Directors at its regular meeting.

7.3. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors, which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.5. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.7. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

- (a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors, oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such

other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Non-Stock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) Vice President. The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.4; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Non-stock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president of the Board of Directors;; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit owners.

7.8. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.9. Fidelity Bonds. The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium of such bonds shall be paid by the Association.

ARTICLE VIII **BOOKS AND RECORDS**

8.1. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable hours, be subject to inspection by

any Unit Owner. The Declarations, the Articles of Incorporation, the Bylaws, and the Rules and Regulations shall be available for inspection by any Unit owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at a reasonable cost.

8.2. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX

BUDGET, ASSESSMENT AND ANNUAL REPORT

9.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of October and end on the last day of September.

9.2. Budget. Unit owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their Annual Meeting shall adopt the annual budget for the Association at such Annual Meeting. The budget shall be effective for the period of October 1 through September 30 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under Wis. Stat. 703.163, the Board shall include within the budget the amount of reserve funds to be collected for the coming year after considering:

- The reserve funds then in the reserve account;
- The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
- The estimated remaining useful life of the Common Elements; and
- The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.3. Levying and Payment of the General Assessment. Based on the duly adopted annual operating budget, the Board of Directors shall levy the General Assessment against the Unit owners in proportion to their respective Percentage Interest. On or before the last day of August of each year, the secretary shall mail or deliver a copy of the proposed annual operating budget and a statement of assessment for the next twelve months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments that shall be due monthly in advance of the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be. Arrangements for transfer of funds or paying

in installments greater than monthly are possible as is paying for the entire year's assessment in advance.

9.4. Special Assessments and Borrowing. Special Assessments may, from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declarations and shall be due and payable in the manner and on the date or dates designated by the Board of Directors.

The Association, by two-thirds (2/3) vote of eligible Unit Owners, may borrow money for needed expenses and may direct any two officers of the Board of Directors to execute such documents in connection therewith as deemed necessary or appropriate.

9.5. Association Remedies Upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid with ten (10) days of the date on which it is due shall bear interest for the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of his/her Unit.

9.6. Annual Report. Each September, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list before the third Thursday in September.

9.7. Statutory Reserve Account. All funds collected to fund a statutory reserve account as described in section 9.2, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance, or for such other purposes as may be allowable under Wis. Stat. 703.163. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

ARTICLE X
USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any Rules and Regulations of the Association.

ARTICLE XI
ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owners, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all Rules and Regulations of the Association, and any decisions made by the Association, the Board of Directors, or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors, or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which the offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII
LIABILITY AND INDEMNITY

12.1. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this article shall extend to the fullest extent permitted by the Wisconsin Non-stock Corporation Law and other applicable laws as in effect from time to time All provisions found in the

State Code pertinent to Section XII apply even though they are not listed in this Association document. (12.02 – 12.12)

(b) For purposes of this Article, “director or officer” means a natural person (i) who is or was a director of the Association; (ii) who, while a director or officer of the Association, is or was serving at the Association’s request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise; (iii) who while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, “director or officer” shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this article, “preceding” means any threatened,, pending or completed civil criminal, administrative or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state or local law (including federal or state securities laws) and that is brought by or in the right of the Association or by any other person.

ARTICLE XIII **GENERAL PROVISIONS**

13.1. Seal. The Association shall not have a corporate seal.

13.2. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Non-stock Corporation Law. If any provision of these Bylaws shall be held invalid, such validity shall not render invalid any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Non-stock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or al Unit Owners.

13.3. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Non-stock Corporation Law, notices to any Unit owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed

to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or, (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV
AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit owners. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

Article XV
TOWN OF GREEN BAY

In accordance with the Town of Green Bay Final Approval Resolution for Edgewater Bluff Villas, Inc. (a copy being attached hereto as Exhibit A):

- 1) all of the covenants, terms and conditions of the conditional use permit granted by the Town of Green Bay and attached hereto as Exhibit B are incorporated herein by reference. Any requirements set forth in said conditional use permit shall supercede any conflicting provision of these Bylaws and no Bylaw provision shall at any time be promulgated or administered in derogation of any conditional use permit requirement; and
- 2) the Association shall make a mandatory assessment against all unit owners for any damage(s), forfeiture(s) or other assessment(s) made by the Town of Green Bay against the Association or the property, attributable to a violation of any covenant, term or condition of the conditional use permit or the ordinances of the Town of Green Bay (provided, however, the Association may reserve the right to challenge any such claim of damage, forfeiture or assessment by the Town of Green Bay, in court or otherwise, prior to making such mandatory assessment against the unit owners; however, upon a judicial determination that such damage, forfeiture or assessment is payable to the Town of Green Bay, the Association shall thereupon make the required mandatory assessment.)

Section 4

ARTICLES OF INCORPORATION

OF

EDGEWATER BLUFF VILLAS

CONDOMINIUM OWNERS' ASSOCIATION, INC.

