

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

**FOR**

**PRAIRIE HARBOR YACHT CLUB, A CONDOMINIUM**

**(POST THIRD AMENDMENT)**

***FOR REFERENCE PURPOSES ONLY.  
SEE REGISTER OF DEEDS FOR OFFICIAL DECLARATION AND  
AMENDMENTS THERETO***

***Effective as of May 14, 2021***

AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM

FOR

PRAIRIE HARBOR YACHT CLUB, A CONDOMINIUM

THIS AMENDED AND RESTATED DECLARATION is made pursuant to the Condominium Ownership Act, Chapter 703, Wis. Stats., this third day of February, 1997.

RECITALS

A. The Prairie Harbor Yacht Club, a Condominium was formed upon the filing of the Declaration of Condominium for Prairie Harbor Yacht Club, a condominium (the "Original Declaration"), with the Register of Deeds of Kenosha County, Wisconsin on September 21, 1990, in Volume 1412, Pages 770-843 as Document No. 851463.

B. The Original Declaration was amended by a First Amendment dated July 1, 1991 and recorded with the Register of Deeds of Kenosha County, Wisconsin on July 18, 1991 in Volume 1452, Pages 323-324 as Document No. 860349. The Original Declaration, as amended by such First Amendment, is referred to herein as the "Existing Declaration."

C. The Bylaws of the Condominium (the "Condo Bylaws") are attached to the Original Declaration, as are the Bylaws of Prairie Harbor Yacht Club Condominium Owners Association, Inc. (the "Association by-laws").

D. The Condominium Unit Owners, at a special meeting called and held in accordance with the terms of the Declaration, the Condo Bylaws and the Association Bylaws, have adopted this Amended and Restated Declaration in order to amend and restate the terms of the Declaration, the Condo Bylaws and the Association Bylaws to be as hereinafter set forth.

DEFINITIONS

1.1 "Act" shall mean the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wis. Stats., now in effect and as it may be hereafter amended.

1.2 "Association" shall mean the PRAIRIE HARBOR YACHT CLUB CONDOMINIUM OWNERS ASSOCIATION, INC. a non-stock, non-profit corporation which is comprised of all unit owners acting as a group in accordance with the Act, this Declaration, the Articles and the Bylaws, and which shall be administered and operated by a Board of Directors.

1.3 “Articles” shall mean the articles of incorporation for PRAIRIE HARBOR YACHT CLUB CONDOMINIUM ASSOCIATION, INC., a non-stock, non-profit corporation organized under Chapters 703 and 181 of the Wisconsin Statutes.

1.4 “Board” shall mean the Board of Directors of the Association.

1.5 “Bylaws” shall mean the Bylaws of this Association.

1.6 “Common Areas,” “Common Areas and Facilities,” and “Common Elements” shall all mean the entirety of all lands, structures and improvements of whatever kind or nature (excluding the Units) which are located on, comprise a part of, or are appurtenant to the property subject to this Declaration. All the Common Elements shall be owned by all the Unit Owners as tenants in common under the Act with each Unit having an interest therein and shall include all limited common elements.

1.7 “Condominium Documents” shall mean this Declaration, the Articles, the Bylaws and any Rules and Regulations adopted by the Board from time to time, as any of the foregoing may be amended from time to time.

1.8 “Declaration” shall mean this Amended and restated Declaration of Condominium, as amended from time to time, together with any and all supplementary declarations which may be recorded.

1.9 “Declarant” shall mean PRAIRIE HARBOR DEVELOPMENT CO., INC., a Wisconsin Corporation.

1.10 “Improvements” shall mean all the wiring, plumbing, lighting, the clubhouse, breakwall, shoreline stabilization and other facilities of items or any kind located on the Property (excluding the Units).

1.11 “Limited Common Elements” shall be those common elements assigned to each Unit, which are reserved for the exclusive use of the Unit and the occupants of the Units, including without limitation the Slip assigned to the Unit as shown on the plat attached hereto as Exhibit A.

1.12 “Owner” or “Unit Owner” shall mean the fee simple owner(s), or owner of a vendee’s interest under a land contract, of record title to the unit, including: a) Declarant; and b) all joint owners of a unit, which shall be treated collectively as one unit owner regardless of the type of tenancy or estate; and c) all successors and assigns of such owner or joint owners.

1.13 “Joint Owners” shall mean an owner of record of any partial or shared legal ownership interest in a unit, regardless of whether held jointly, in common, or in some other form of tenancy or estate, together with all personal representatives, successors and assigns.

1.14 “Manager” shall mean any professional managing agent, whether an individual, firm, or corporation, who may be appointed by Declarant or retained by the Association to manage the common elements and the operation of the Association.

1.15 The “Percentage of Ownership Interest” shall be appurtenant to each unit and shall include an undivided interest in all common and limited common elements, and an undivided interest in all assets and liabilities of the Association.

1.16 “Property” shall mean the units, the real estate described in Section 2.3 and all improvements thereon, and all water, mineral, air and other rights, title, easements and interests appurtenant to the real estate.

1.17 “Rental Slip” means slips 227 through 234 as indicated in the re-plat filed and dated 8/27/02 submitted by McClure engineering which are leased on an annual basis to members of the public.

1.18 “Rules and Regulations” shall mean those rules and regulations as may be adopted by the Board from time to time in accordance with this Declaration and the Bylaws.

1.19 A “Section” means a section of this Declaration (e.g. 1.19) and included and refers to all subsections (e.g. (a)), paragraphs (e.g. (1)) and subparagraphs (e.g. (i)) unless a particular subsection, paragraph or subparagraph is specified.

1.20 “Boat Slip” or “Slip” means the water space and the adjacent finger pier and main dock which as an owner uses to keep a boat. These are personal property owned by the Association and are treated as improvements in this Declaration.

1.21 “Unit” shall mean a part of the property subject to this Declaration intended for independent use and enjoyment as a single parking space in the property as such space may be described on Exhibit “A” hereto and shall have the same meaning as the term “condominium unit” as defined in the Act. The unit numbers of the 151 Units (and the 151 appurtenant boat slips) shall be 1-34, 36-37, 39-40, 42-53, 55-58, 60-72, 83, 86, 100-154 and 200-226, as shown on the plat attached hereto as Exhibit “A.”

1.22 “May” means something which is permissible or can be done without any obligation that it be done (whether expressed or implied); and “shall” means something which must be done.

## STATEMENT OF DECLARATION

### 2.1 PURPOSE

The purpose of this Declaration is to submit the property to the condominium form of use and ownership as provided under the Condominium Ownership Act of the State of Wisconsin and this Declaration.

### 2.2 DECLARATION

(a) This Declarant hereby declares that PRAIRIE HARBOR DEVELOPMENT CO., INC., is the fee simple ownership of the Property which is hereby submitted to the condominium of use and ownership pursuant to the Act, this Declaration and other condominium documents.

(b) The Property and all parts thereof shall be held, conveyed, transferred, encumbered, leased, assigned, improved, occupied and used subject to the terms, conditions and provisions of this Declaration, the other condominium documents and the Act (to the extent not contrary to the condominium documents), all of which shall be deemed to be covenants running with the land and shall bind the Declarant and all parties now or hereafter having any legal or equitable interest in the property or any portions thereof whether as owners, joint owners, lessees, users, mortgagees, encumbrancers or otherwise.

### 2.3 LEGAL DESCRIPTION OF PROPERTY

The property which is hereby submitted to the Act and this Declaration is certain real estate located in the Village of Pleasant Prairie, County of Kenosha, Wisconsin, and legally described as:

Lots 46 through 60 inclusively, CHIWAUKEE SUBDIVISION; Part of Lots 181, 182, 183, and 184 of CHIWAUKEE'S SUBDIVISION of Lots "C" and "F", and that part of Block 18 and 19 of CHIWAUKEE DEVELOPMENT COMPANY'S SECOND SUBDIVISION, being a resubdivision of part of Lot 185 of the SUBDIVISION of Lots "C" and "F" of CHIWAUKEE in fractional Section 32, Town 1 North, Range 23 East, of the Fourth Principal Meridian, Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at a brass plug marking the meander corner for the South quarter corner of Section 32, said corner being North 89 degrees 06 minutes 13 seconds East, 1,695.24 feet from the Southwest corner of Section 32; thence North 89 degrees 06 minutes 13 seconds East along the South line of said fractional quarter, 97.96 feet to an iron pipe at the Southwest Corner of Lot 181 of the Subdivision "C" and "F" in CHIWAUKEE; thence North 00

degrees 53 minutes 47 seconds West along the West line of said lot, 5.00 feet to the point of beginning of the following described parcel; thence continue North 00 degrees 53 minutes 47 seconds West along the West line of said lot, 195.00 feet to an iron pipe at the Northwest corner of said Lot 181; thence North 89 degrees 06 minutes 13 seconds East, 12.54 feet; thence North 00 degrees 53 minutes 47 seconds West, 199.12 feet; thence North 35 degrees 59 minutes 20 seconds East, 68.33 feet; thence North 01 degree 24 minutes 19 seconds West, 226.68 feet; thence North 00 degrees 53 minutes 47 seconds West, 166.00 feet to the South right-of-way line of 127<sup>th</sup> Street; thence North 89 degrees 06 minutes 13 seconds East along the South right-of-way line of said street, 197.64 feet to a point on the East right-of-way line of First Court; thence North 13 degrees 43 minutes 28 seconds West along the East right-of-way line of said court, 59.52 feet to the Northwest Corner of Lot 60 of CHIWAUKEE SUBDIVISION; thence North 89 degrees 06 minutes 13 seconds East along the North line of said lot, 400.00 feet to the Northeast corner thereof; thence South 13 degrees 43 minutes 28 seconds East along the East line of Lots 60, 59, and 58 of CHIWAUKEE SUBDIVISION, 300.00 feet to the Southeast corner of Lot 58, thence North 89 degrees 06 minutes 13 seconds East, 51.28 feet to the Northwest corner of Lot 46 of said CHIWAUKEE SUBDIVISION; thence continue North 89 degrees 06 minutes 13 seconds East along the North line of said lot, 400.00 feet to the Northeast corner of Lot 46, CHIWAUKEE SUBDIVISION according to the recorded plat; thence South 13 degrees 43 minutes 28 seconds East along the East line of Lots 46 through 51 inclusive, 627.8 feet to the Southeast corner of Lot 51, according to the recorded plat of CHIWAUKEE SUBDIVISION; thence South 89 degrees 06 minutes 13 seconds West along the South line of Lot 51, vacated First Avenue, and Lot 52 according to the recorded plat of CHIWAUKEE SUBDIVISION, 851.28 feet to the Southeast corner of Lot 184 of the Subdivision of Lots "C" and "F" of CHIWAUKEE, according to the recorded plat thereof; thence North 13 degrees 21 minutes 35 seconds West along the East line of said Lot 184, a distance of 5.13 feet; thence South 89 degrees 06 minutes 13 seconds West parallel to and 5.00 feet North as measured normal to the South line of Lots 184, 183, 182, and 181, a distance of 442.69 feet to the place of beginning.

This property is shown in Exhibit "A."

2.4 NAME

The Property, including all Units and Improvements, shall be known as "PRAIRIE HARBOR YACHT CLUB, A CONDOMINIUM."

## DESCRIPTION OF SITE, STRUCTURES AND UNITS

### 3.1 DESCRIPTION OF SITE AND STRUCTURES THEREON

The Property is an existing yacht basin located in the very southeastern corner of Pleasant Prairie, Kenosha County, Wisconsin. The existing basin shall be expanded and there will be constructed a total of over 167 parking spaces and 167 boat slips, 8 of each which will be available for annual lease to the public. The units shall be parking spaces of uniform size and shall be located on the property as indicated on the platted survey attached hereto as Exhibit "A." There shall be constructed in connection with each unit the amenities and structures constituting the Limited Common Elements described in Section 6.1(a). Common Elements described in Section 5.1 shall also be constructed.

The Declarant warrants that the Improvements which have been or are to be constructed will be constructed in a good and workmanlike manner and in accordance with all valid laws, zoning ordinances, regulations and orders of any governmental authorities having jurisdiction.

### 3.2 DESIGNATION, LOCATION AND SIZE OF UNITS

The unit number of each Unit and its location, dimensions and approximate area are set forth in the plat attached hereto as Exhibit "A." Each unit shall include all that space contained within the horizontal dimensions indicated on Exhibit "A" hereto and delineated with heavy outlines. There are no upper or lower vertical boundaries to any unit.

### 3.3 USE

Use of the Unit shall be in accordance with the following provisions:

(a) Each Unit be used for the parking of permitted vehicles in accordance with the Condominium Documents and the Boat Slips shall be used only by the Unit Owner, his or her family, employees, guests or by authorized tenants and such tenants' families, employees and guests. No Slip may be used for the moorage of any commercial vessel (including but not limited to charter fishing or commercial fishing vessels) or the conduct of commercial activity (except for the leasing thereof as permitted by the Condominium Documents).

(b) The Common Elements shall only be used in accordance with the Condominium Documents and for the purposes for which they are intended, the furnishing and servicing of facilities for the enjoyment of the Units by the occupants.

(c) No nuisances shall be allowed upon the Property nor any use or practice which interferes with the peaceful possession and proper use of the Property by the Unit Owners. All parts of the Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No waste of the Common Elements shall be permitted. No Unit Owner shall have any right or authority to alter or remove

any Common Element or Limited Common Element without the prior written consent of the Association. No Unit Owner shall make or permit any use of his Unit nor make or permit any use of the Common Elements or Limited Common Elements which will cause the premiums for the insurance on the Property to be higher than the premiums generally applicable to non-commercial marinas except to the extent that such other use shall be approved in advance in writing by the Association.

(d) No unlawful use shall be made of the property nor any part of it; and all valid laws, zoning ordinances, regulations and orders of all governmental authorities having jurisdiction shall be observed.

(e) Use of each Unit shall also be subject to the Act, the other provisions of this Declaration and the Bylaws and all rules and regulations as may be adopted by the Board from time to time.

### 3.4 UNIT MAINTENANCE

(a) The Association shall be responsible for any maintenance which from time to time is required in connection with any unit. Each Unit Owners shall be responsible for keeping his Unit free of all litter, obstruction and debris. Upon the failure of any Unit Owner to keep his or her Unit free of all litter, obstruction and debris, the Association may perform any maintenance which the Board may determine necessary or advisable for the protection of Common Elements or for aesthetic reasons and perform the same and make special assessments against the Unit and the Unit Owner for the cost thereof, either before or after such maintenance is performed. There shall be a perpetual easement for the Association and its officers, directors, employees, agents, servants and independent contractors to enter the unit at all reasonable times upon advance notice to the Unit Owner and to perform such maintenance which the Board deems necessary or reasonable and which it elects to perform.

## OWNERSHIP OF UNITS

### 4.1 EXCLUSIVE OWNERSHIP OF UNITS

Each Unit Owner shall be entitled to the exclusive use, ownership and possession of his, her or their Unit, subject to the limitations, restrictions and other provisions of the Act, this Declaration, and the other Condominium Documents.

### 4.2 PERCENTAGE OF OWNERSHIP INTEREST

- (a) Each Unit Owner's percentage of ownership is as follows:
- (1) Units 1-23, 25, 31, 33 and 37 shall each have a percentage interest of 0.655%.
  - (2) Unit 36 shall have a percentage interest of 0.670%.



(3) Units 39, 40, 45, 46, 48, 50, 51, 53, 55, 56, 57, 60, 61, 62, 63, 64, 65, 67, 69, 71, 83, 86 and 108 shall each have a percentage interest of 0.375%.

(4) Units 42-44, 47, 49, 52, 58, 66, 68, 70, 72 and 200-226 shall each have a percentage interest of 0.4407%.

(5) Units 24, 26-30, 32, 34 and 127-154 shall each have a percentage interest of 0.7697%.

(6) Units 100-107 and 109-126 shall each have a percentage interest of 1.0987%

#### 4.3 EASEMENTS FOR ACCESS

Each Unit Owner and all tenants or other occupants of a Unit (except as otherwise provided under any leases) shall have the following non-exclusive rights and easements which shall be appurtenant to and shall pass with title to every unit and may be exercised in accordance with this Act, this Declaration and the Condominium Documents:

(a) A right of ingress and egress through Common Elements reasonably necessary for access to the unit and to all Limited Common Elements reserved for the unit provided such access is not on or over Limited Common elements reserved solely for any other unit(s).

(b) Easement for Maintenance of Encroachments: In the event any portion of a Unit Common Element or Limited Common Element encroaches upon another Unit or Common Element or Limited Common Element due to shifting, setting, or moving of a Common Element or Limited Common Element, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction.

(c) Owner and Association Easements: In addition to such easements as may be provided by the Condominium Act, the appurtenances to each unit shall include the following easements from each Owner to the other Owners and to the Association:

(1) Ingress and Egress: Easements through all Common Elements for ingress and egress except to the extent that ingress and egress through certain Limited Common Elements may be restricted by the provision of the Condominium Documents;

(2) Utilities: Easements through the Units and the Limited Common Elements and Common Elements for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility service to any other Unit and the Limited Common Elements and Common Elements; PROVIDED, HOWEVER, that any easements through a Unit shall only be according to the plans and specifications for the Condominium unless approved in writing by each affected Owner, and in any event, the party exercising rights in respect of such easement shall be responsible for any such damage caused by the exercise thereof; provided, further, that such

easements do not interfere with the reasonable use by an Owner of his Unit or the Common Elements and Limited Common Elements appurtenant thereto.

(d) Association Easements: The following easements for maintenance, repair and replacement shall run from each Owner to the Association:

Easements through the Units and the Limited and Common Elements for inspection, maintenance, repair, and replacement of the Limited Common Element and Common Elements. Such access to the Units shall only be during reasonable hours, except that access may be had at any time in case of emergency.

#### 4.4 NO PARTITION OF UNITS

If any Unit shall be owned by two or more Joint Owners, nothing contained in this Declaration shall prohibit a judicial partition of such Unit as between such Joint Owners so long as such partition does not involve a physical partition, separation or division of the Unit into two or more Units. No Unit shall be physically partitioned, separated or divided into two or more Units.

### COMMON ELEMENTS

#### 5.1 DESIGNATION OF THE COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit "A" attached hereto are as follows:

(a) The Property and all improvements therein as shown on Exhibit "A" attached hereto except for such improvements as are Limited Common Elements and except for the individual Units;

(b) The structures designated "walkways" or "common elements" on Exhibit "A" and supporting structures, attached thereto; and

(c) Wiring, water lines, electrical lines, posts or other supporting members for utilities and equipment located on or used in connection with other Common Elements.

#### 5.2 USE OF THE COMMON ELEMENTS

(a) Each Unit Owner and his, her or their tenants (except as otherwise provided under any lease) shall have a non-exclusive right and easement to use and enjoy all Common Elements other than the Limited Common Elements reserved for the exclusive use of any other Unit, all subject to the Act, this Declaration, the Bylaws and any Rule and Regulations adopted by the Board from time to time.

(b) Except for damages covered by insurance maintained by the Association, each Unit shall be responsible and liable to the Association for any damage (except ordinary wear and tear) to the Common Elements caused by or at the direction of such Unit Owner or any tenant, guest or occupant of the Unit or caused by improvements or repairs to, or by lack of maintenance of, the Unit.

(c) There shall be no obstruction of any common elements except as necessary for repairs to the Property and except until completion of construction, for property of declarant located on the site of Common or Limited Common Elements or for excavation or construction of improvements to the Common Areas, nor shall anything be kept or stored in or upon any part of the Common or Limited Common Elements (other than as otherwise expressly authorized under this Declaration or the other Condominium Documents) without the prior written consent of the Board.

(d) Nothing shall be removed from nor erected, replaced, altered, or constructed in or about in the Common areas or Limited Common Elements without the Board's prior written consent, unless specifically authorized under the Condominium Documents.

### 5.3 CONSTRUCTION OF IMPROVEMENTS, MAINTENANCE AND REPAIRS

(a) The Association shall be responsible for maintenance and repair of all Improvements and for construction, maintenance and repair of all other improvements which the Association may wish to install, except as is otherwise provided in any of the Condominium Documents. All such costs and expenses for maintenance and repair of any improvements or for construction or installation of any improvements (other than for construction to be done by the Declarant) shall be considered common expenses for shared equally by all the Unit Owners. All costs and expenses for maintenance and repair of docks, decking, finger piers, posts, pilings, electric lines, water lines, and other utilities or services within or comprising the Common Elements and available for use by more than one Unit shall also be common expenses and shall likewise be shared equally by all Unit Owners. Declarant shall not be responsible or liable for any costs or expenses for construction or installation of improvements beyond the Improvements.

(b) No Unit Owner may exempt himself or herself from liability for common expenses, regardless of the form of ownership of the Unit or the extent of use of the Common Elements by such Owner or other occupants of the Unit.

### 5.4 NO PARTITION, ENCUMBERANCE OR TRANSFER OF COMMON ELEMENTS

(a) There shall be no partition of the Common Elements through judicial proceedings or otherwise without the prior written consent of all Unit Owners and their mortgagees unless this Declaration is terminated and all Property is withdrawn from the terms of any statutes applicable to condominium ownership.

(b) Neither the Declarant nor the Association may abandon, subdivide, encumber, sell or transfer any of the Common Elements apart from any encumbrance, sale or transfer of a Unit without the prior written consent of all Unit Owners (other than Declarant) and their mortgages, except for easements or rights-of-way which may be granted or as may arise against the percentage of ownership interest in common elements appurtenant to a Unit.

### LIMITED COMMON ELEMENTS

#### 6.1 DESIGNATION OF LIMITED COMMON ELEMENTS

The Limited Common Elements appurtenant to each respective unit which are to be assigned to the Unit in the deed from Declarant and will be reserved for the exclusive use of the adjacent Unit Owner shall consist of:

(a) All electrical wiring, cables, conduits, junction boxes, meters, outlets, and other facilities needed to supply lighting to the Unit shall be a Limited Common Element appurtenant to the adjacent unit; and

(b) The Boat Slip assigned to the Unit.

#### 6.2 USE OF THE LIMITED COMMON ELEMENTS

(a) Except as provided in Section 8.2(b), the costs of maintenance, decoration, repair and replacement of all Common and Limited Common Elements shall be borne by the Association.

(b) No Owner shall use his Unit or the Common or the Limited Common Elements in any manner which will interfere with or impair the rights of any other Owner in use and the enjoyment of his Unit or the Common or Limited Common Elements.

(c) Except as may be authorized by the Rules and Regulations, no Limited Common Elements may be used for temporary or permanent storage of articles, equipment, or materials of any kind.

(d) The rights to exclusive use and enjoyment of the Limited Common Elements appurtenant to a Unit shall not be subject to transfer or conveyance apart from a transfer or conveyances of the Unit to which they are appurtenant. Such rights to use and enjoy all Limited Common Elements then appurtenant to a Unit shall automatically pass with the transfer or conveyance of title to the Unit.

### BOAT SLIPS

#### 7.1 BOAT SLIPS FOR UNIT OWNERS

Each Unit Owner is entitled to the use of a boat slip bearing the same number as his Unit. In consideration for the use of a slip each Unit Owner consents to the temporary use of his Unit by other Unit Owners and their guests or tenants.

#### 7.2 PUBLIC BOAT SLIPS

The eight (8) boat slips located in the southwest corner of the marina which are not Limited Common Elements appurtenant to any unit will be leased by the Association to members of the general public on an annual basis. The revenue collected from these will belong to the Association. Lessees will not have use of the clubhouse and other amenities without the approval of the Board of Directors.

#### 7.3 MAINTENANCE OF BOAT SLIPS

The Association shall (subject to the provisions of Section 8.2(b)) be responsible for the repair and maintenance of all boat slips.

### DAMAGE OR DESTRUCTION

#### 8.1 UNIT DAMAGE

This section shall apply in the event of any damage or destruction to all or part of any Unit from one or more occurrences.

(a) Any Unit damaged by fire or other casualty or occurrence of any kind shall be promptly repaired, reconstructed or rebuilt by the Association if the cost of such repairs is reasonably estimated to be less than 50% of the fair market value of the Unit prior to the date of initial damage or destruction, as determined on a coast approach basis.

(b) The proceeds of collectible insurance maintained by the Association under Section 10.4(a)(5) shall be made available for the purpose of repairing and rebuilding those damaged portions of a Unit so insured, upon submission of contractors' invoices and lien waivers for work performed, unless the Owner or mortgagee of such damaged unit and the Owners or mortgagees of at least two-thirds of all other Units agree in writing that such insurance proceeds need not be so applied, in which event the insurance proceeds attributable to such insured portions of a damaged Unit shall be paid to the Unit Owner and the mortgagee as their interests may appear, unless payable to the Association pursuant to Section 8.1(b).

#### 8.2 DAMAGE TO COMMON ELEMENTS

(a) This Section and Article VI, Section 16 of the Bylaws shall apply in the event of any damage or destruction to all or part of any Common or Limited Common Elements resulting from one or more occurrences.

(b) Each Unit Owner shall promptly repair any damage to the Common Elements or Limited Common Elements caused by or at the direction of such Unit Owner or any tenant or occupant of such Unit Owner's Unit or appurtenant slip. The occurrence of any damage to the Common Elements or Limited Common Elements caused by or at the direction of any Unit Owner (a "Damaging Unit Owner") or any tenant or occupant of such Unit Owner's Unit or appurtenant slip shall constitute a vote by each Unit Owner and a decision of the Association on the 30<sup>th</sup> day following such damage that the same shall be repaired by the Damaging Unit Owner as provided above.

(c) Proceeds of insurance maintained by the Association under Section 10.4 shall be used to repair, reconstruct or replace any damage to Limited Common Elements or Common Elements to the extent available.

(d) The Association shall repair, reconstruct or replace any damaged portions of the Common Elements or Limited Common Elements to substantially the same condition as existed immediately prior to such damage if the costs of repair of such damage resulting from any single occurrence or series of occurrences are reasonably estimated to be covered by or to be less than five percent (5%) of the annual operating budget above the amount of available insurance proceeds. The performance of repairs by the Association shall constitute consent by each Unit Owner or mortgagee that such repair should be performed, and any vote or written agreement by the Unit Owners or mortgagees not to have such repairs performed shall be effective only for repair work not already performed by the Association.

### 8.3 WAIVER OF PARTITION

By acceptance of a deed or other transfer or acquisition of any legal or equitable interest in the Property or in any Unit, each Unit Owner, Joint Owner, mortgagee, and other transferee:

Irrevocably waives all rights, and agrees not to prosecute any claim, for partition of the Property or any part thereof (including any Unit) as may otherwise be available under the Act, or under Section 812.02, Wis. Stats. (as the same may be amended), or under any other laws of the State of Wisconsin, unless prior written consent to partition is obtained from each Unit Owner and his mortgagees.

### 8.4 VOTE FOR SALE OF PROPERTY IN THE EVENT OF DAMAGE

The unanimous vote of all Unit Owners and consent of their mortgagees shall be required for any sale of the entire Property or a portion thereof or for partition of the Property in the event of damage or destruction of all or part of the Property and the failure of any Unit Owner or mortgagee to vote in favor of such a sale shall constitute a decision by the Association not to sell.

## CONVEYANCE OF UNIT

### 9.1 INTERESTS INCLUDED IN CONVEYANCE

No Unit Owner may sell, convey or transfer any legal or equitable interest in his, her or their Unit without including the ownership interest in the Common Elements and in the Limited Common Elements and in all assets and liabilities of the Association appurtenant to the Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner.

## 9.2 NOTIFICATION OF CONVEYANCE

Within five days after a sale, mortgage, transfer or conveyance (by deed, land contract or otherwise) of any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: a) the date of the conveyance; b) the Unit; c) the purchaser's or mortgagee's name and mailing address; d) the name and address of the designee of such purchaser, if any, and e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

## 9.3 RIGHT OF FIRST REFUSAL

(a) When a Unit Owner decides to sell or transfer a Unit, said Unit Owner shall provide the Association with no less than 10 days' prior written notice prior to listing or otherwise marketing the Unit. Said notice shall state the terms and conditions upon which a Unit Owner intends on selling or transferring the Unit including, the proposed listing or transfer price and other material terms that the Unit Owner may incorporate into the sale or transfer.

(b) When a Unit Owner obtains an offer for purchase or transfer of the Unit which the Unit Owner intends to accept, the Unit Owner shall within two (2) business days provide the Association with written notice of such offer, including the name, address and telephone number of the prospective buyer or transferee, the terms and conditions of the proposed sale or transfer, and such other information that the Association may request.

(c) Upon receipt of any such offer that the Unit Owner intends to accept, the Unit Owner agrees to offer to sell or transfer the Unit to the Association on the same terms and conditions as those of the proposed sale or transfer.

(d) Within 10 days of such notice to the Association, the Association shall decide whether to purchase or assume the Unit and will notify the Unit Owner of the same in writing. The Association shall have the right of first refusal of the terms and conditions for purchase or assumption of the Unit. If the Association does not wish to purchase or assume the Unit or otherwise fails to provide notice of its intention within ten (10) days of the Association's receipt of notice, the Unit Owner will be free to sell or transfer the Unit to the proposed purchaser on the same terms and conditions of the original offer, provided that the purchaser agrees to comply with all Governing Documents of Prairie Harbor Yacht Club and the Association and further provided that the sale or transfer occurs within ninety (90) days after the Association has declined to exercise its right of first refusal. If the sale or transfer to the purchaser does not occur within ninety (90) days after the Association has declined to exercise its right of first refusal, the Unit

Owner's right to sell or transfer their Unit shall expire and the procedure described in this Section shall be applicable again. For the avoidance of doubt, upon each repetition of this procedure, notice shall once again be due.

(e) If the Unit Owner fails to comply with the terms of this provision governing the sale or transfer of the Unit set forth herein, the transaction or transfer in violation of this provision is voidable upon action of a majority of the Board of the Association.

(f) For the avoidance of doubt, except as provided in subpart (g) below, this provision shall apply to all sales and transfers of Units regardless of structure or financing type including, but not limited to, cash sales, land contracts, seller financed sales, transfers for little or no consideration and bank financed sales.

(g) This provision shall not apply to the following transfers of interests: (1) any transfer of a Unit by a Unit Owner to a trust established by that Unit Owner for the benefit of a beneficiary, provided no monetary consideration is paid by the beneficiary for the transfer of the Unit into trust; (2) any true gifts (i.e. no monetary consideration exchanging hands) from a Unit Owner to a child/children, grandchild/grandchildren, mother, father, brother(s) or sister(s); and (3) any transfer upon death by a Unit Owner to an heir by means of probate or pursuant to a valid will.

## EXPENSES, ASSESSMENTS, LIENS AND COLLECTION

### 10.1 COMMON EXPENSES AND ASSESSMENTS AGAINST UNITS OWNERS

(a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the Unit Owners and their units and income from rentals.

(b) "Special Assessments" may be made by the Board against a particular Unit Owner and his, her or their Unit for:

(1) costs and expenses (anticipated or incurred) for damage to common elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(2) costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the Bylaws, or the Rules and Regulations against the Unit Owner or other occupant of the Unit;

(3) costs and expenses (anticipated or incurred) for emergency repairs to the Unit;

(4) interest due on general and special assessments;



(5) forfeitures and other penalties levied by the Board for violations of the condominium documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a unit;

(6) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the Bylaws.

(c) "General Assessments" shall be made and levied by the Board against each Unit Owner and his, her or their Unit for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

(1) maintenance, security, repairs, upkeep or operation of common elements and any additional Common Elements acquired by the Association;

(2) insurance maintained by the Association;

(3) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

(4) all costs and expenses for the operation and administration of the Association including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

(5) costs and expenses for additional improvements of any kind beyond the Improvements;

(6) all items subject to Special Assessments which have not been collected from a Unit Owner at the time payment of such item is due, provided that upon collection of the special assessment from the Unit Owner, all other Unit Owners shall receive an adjustment, reimbursement or other appropriate credit on future general assessments, as the Board determines appropriate, for payments made under this paragraph;

(7) all damages, costs, expenses and attorneys' fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by special assessment;

(8) all other costs and expenses covered by the annual operating budget or declared to be Common Expenses under the Act, this Declaration or the Bylaws.

The General Assessments shall be levied against each Unit and the Owner of such Unit for all common expenses in proportion to this percentage of ownership.

(d) The Association shall maintain separate books and records for General and Special Assessment accounts for the Unit Owners, as necessary, provided that all funds received by the Board from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessment.

Such books and records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection at reasonable times by Unit Owners.

## 10.2 PAYMENT OF ASSESSMENTS

(a) Each Unit Owner shall promptly pay, within ten (10) days of receipt of a bill therefor, all General and Special Assessments made by the Board against such owner and his, her or their Unit, together with all costs, expenses and reasonable attorneys' fees incurred by the Board in collection of any delinquent assessment(s). All Assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

(b) All Joint Owners of a Unit shall be jointly and severally liable for all General and Special Assessments levied against the Unit, regardless of the type of tenancy, estate or interest (whether joint tenants, tenants-in-common, or land contract purchaser(s) or seller(s), or otherwise).

(c) In the event a Unit is owned by an entity type other than a natural person (i.e. this provision applies if a Unit is owned by any type of legal entity including, but not limited to, a corporation, limited liability company, limited partnership, limited liability partnership, trust, etc.), the owner(s) or settlor(s) of such entity (i.e. all members in the case of a limited liability company, all shareholders in the case of a corporation, all limited partners in the case of a limited partnership or a limited liability partnership and all settlors of a trust) shall be jointly and severally liable for the obligations and debts of such entity Unit Owner, to the Association for general assessments, special assessments, fines, interest, penalties, legal fees and all other obligations, debts, fees or amounts otherwise owed by such entity Unit Owner to the Association under the terms of the Declaration, Bylaws and Rules and Regulations for Prairie Harbor Yacht Club Condominium development and/or the Association. In the event the owner(s) of an entity Unit Owner is/are also an entity, then such responsibility for debts and obligations of the entity Unit Owner shall apply to the natural person owner(s) of such entity (i.e. in the case a limited liability company is the owner of an entity Unit Owner, then the obligations of the entity Unit Owner shall be personally guaranteed by such natural person owner(s) of the parent limited liability company). For the avoidance of doubt, it is intended that at least one natural person be financially responsible for the entity Unit Owner's obligations to the Association.

As a condition to an entity owner taking title to a Unit, all natural person owners of the entity Unit Owner shall be deemed to have jointly and severally guaranteed to the Association the full performance and observation of all of the material terms, covenants, conditions, provisions and agreements therein provided to be performed or observed by the entity Unit Owner as provided in the Declaration, Bylaws and Rules and Regulations for Prairie Harbor Yacht Club Condominium development and/or the Association.

By accepting title to a Unit, the natural person owner(s) of the entity Unit Owner agree(s) that the validity of this Guaranty and their obligations under this Guaranty shall not be terminated, affected or impaired at any time by reason of the assertion by the Association against an entity Unit Owner of any of the rights or remedies reserved to the Association pursuant to the provisions of the

Declaration, Bylaws and Rules and Regulations for Prairie Harbor Yacht Club Condominium development and/or the Association. The Association may proceed directly against the natural person owner(s) of the entity Unit Owner without exhausting the Association's remedies against the entity Unit Owner; and no discharge of the entity Unit Owner in bankruptcy or in any other insolvency proceedings shall in any way or to any extent discharge or release the natural person owner(s) of the entity Unit Owner from any liability or obligation under this Guaranty. The natural person owner(s) of the entity Unit Owner further covenants and agrees that this Guaranty shall remain and continue in full force and effect, until the entity Unit Owner is no longer a Unit Owner and all obligations of the entity Unit Owner to the Association have been paid and satisfied in full.

### 10.3 DELINQUENT ASSESSMENTS: INTERESTS, LIEN AND COLLECTION

(a) All General and Special Assessments which are not paid when due and after notice of default to the Unit Owner shall bear interest at 12% per annum or at such other maximum rate as may then be permitted by law until the assessment is paid in full shall constitute a lien on the unit and its appurtenant percentage of ownership interest and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the Unit Owner, by foreclosure of the lien and in any other manner or method provided under the Condominium Documents, the Act, or other laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. Notwithstanding any other provisions of this Declaration or the Act to the contrary, any first mortgagee who obtains title to a Unit pursuant to rights or remedies provided in the mortgage or through foreclosure shall not be liable for any unpaid assessments, charges or interest in excess of \$300 which may accrue prior to the acquisition of title to such unit by such mortgagee, the lien upon such Unit for such unpaid assessments and charges shall be automatically released and the amount of such uncollected assessments and charges shall be considered a common expense.

(b) Acceptance of a deed or other conveyance, transfer or acquisition of any legal or equitable interest in or encumbrance upon a Unit constitutes an assignment to the Association of all rents and profits from the unit, including those due and to become due, upon the following terms and conditions to the extent necessary to satisfy delinquent assessments. The assignment of rents and profits under this subsection shall be effective (without further notice and with or without the appointment of a receiver) upon delivery by the Board of a written notice to the tenant(s) or land contract purchaser(s) of that Unit specifying that the Unit Owner is in default in payment of assessments and demanding that all future payments be made to the Association until further notice. Following receipt of such a written notice and demand, the tenant(s) or land contract purchaser(s) shall pay the rents and profits to the Board without further obligation to the Unit Owner to the extent of payments so made.

(c) A Unit Owner who is delinquent in any payment due the Association shall not be entitled to vote on any matter, nor shall any such owner serve as a Director on the Board during such time; provided, however, the delinquency by a Unit Owner shall not preclude or otherwise affect the exercise of voting rights by a mortgagee pursuant to an assignment or other transfer of voting rights to secure a mortgage on the Unit.

(d) All rights and remedies under the Act, this Declaration or the other condominium documents for collection of assessments shall be cumulative and the election of one or more shall not constitute a waiver of any others.

#### 10.4 INSURANCE

(a) The Association shall maintain, as a common expense, the following insurance coverages:

(1) Public liability insurance covering the Association, the Board and members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common or Limited Common Elements or from any activity of the Association, with limits of not less than \$500,000/person and \$1,000,000/occurrence for bodily injury or death and not less than \$250,000/occurrence for property damage, including a waiver of subrogation rights against any member, officer or Director of the Association;

(2) Workmen's compensation insurance to the extent necessary to comply with applicable law;

(3) Indemnify, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;

(4) Fire and broad form extended coverage insurance in the name of the Association covering all Common Elements and Limited Common Elements, Units and slips in the amount of the full insurable replacement value thereof, as determined by the Board from time to time, with loss payable to the Board as trustee for the Unit Owners and their respective mortgagees (as their interest may appear) and with a waiver by such insurer of any subrogation rights against the Unit Owners and the Association and their respective agents, servants and employees acting in good faith. Such insurance shall be noncancellable except upon 30 days' advanced written notice to the Board; and

(5) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including, without limitation, comprehensive liability insurance.

(b) No Unit Owner or other party shall have priority over any rights of a first mortgagee of a Unit pursuant to its mortgage or mortgage note with respect to distribution of insurance proceeds for loss or damage to a Unit or any Common or Limited Common Elements.

#### 10.5 NEW MEMBER INITIATION FEE

(a) The Board for the Association is hereby authorized, via its rule making authority, to establish a New Member Initiation Fee which must be paid by a purchaser of a Unit

at the time such purchaser purchases the Unit. The New Member Initiation Fee shall be a onetime, non-refundable fee due at or prior to Closing, which shall be paid via cashier's check, certified check or by electronic funds transfer made payable to the Association.

(b) The Board shall have the right to establish the amount of the New Member Initiation Fee and to adjust such amount from time to time as it deems necessary and proper in the best interests of the Association. The Association shall be entitled to use such fees for administrative, management and other Association expenses as it deems necessary and proper.

(c) The New Member Initiation Fee shall be completely separate and does not replace any and all other dues required to be paid by Unit Owners.

(d) This provision shall not apply to the following transfers of interests: (1) any transfer of a Unit by a Unit Owner to the Association; (2) any transfer of a Unit by a Unit Owner to another active Unit Owner (i.e. to an individual that already owns a unit); (3) any true gifts (i.e. no monetary consideration exchanging hands) from a Unit Owner to a child/children, grandchild/grandchildren, mother, father, brother(s) or sister(s); (4) any transfer upon death by a Unit Owner to an heir by means of probate or pursuant to a valid will; (5) any transfer of a Unit by a Unit Owner to a trust in which the Unit Owner is the trustee of the trust and personally guarantees all debts owed by the trust to the Association; or (6) any transfer of a Unit by a Unit Owner to a limited liability company in which the Unit Owner maintains a controlling ownership interest and personally guarantees all debts owed by such limited liability company to the Association;

(e) In no event shall a New Owner: (i) be entitled to cast a vote, pursuant to Article 11 herein, or (ii) use the common elements or the limited common elements until the New Member Initiation Fee has been paid in full.

## ASSOCIATION OF UNIT OWNERS

### 11.1 ASSOCIATION RESPONSIBILITIES

The Association shall be responsible for the operation and administration of the Property in accordance with the Act, this Declaration and the other Condominium Documents.

### 11.2 MEMBERSHIP: VOTING

(a) Each Unit Owner shall be a member of the Association and shall be entitled to one membership and one vote for each Unit owned, with ownership being the sole qualification for membership.

(b) Association membership and voting rights shall be appurtenant to each Unit and shall not be assigned, conveyed or transferred in any way other than to a transferee of title to the Unit or too the holder of an outstanding mortgage on the Unit; nor shall membership or voting rights be retained, except upon retention of title to the Unit. Joint Owners of a Unit shall share the

one membership appurtenant to the Unit in the same manner as their tenancy or estate in the Unit. Any attempts to make a prohibited transfer or retention of such rights shall be null and void.

(c) The vote for each Unit shall be cast as a whole, in person or by proxy, by the Unit Owner or by one of the Joint Owners or their designee who may be appointed in accordance with Article I, Section 2 of the Bylaws. Fractional votes will not be allowed and, if joint owners do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question will be forfeited by such Owners of the Unit.

### 11.3 POWERS OF THE ASSOCIATION

The Association shall have the following powers, in addition to any others which may be authorized or required under the Act, this Declaration or the other condominium documents:

(a) to levy and enforce payment of General and Special Assessments against a Unit Owner and his, her or their Unit;

(b) to enforce the Act, this Declaration and the other Condominium Documents;

(c) to grant or otherwise convey easements or rights-of-way in, over and under Common Elements for the construction, operation or maintenance of: overhead or underground lines, cables, wires, conduits or other devices for electricity, lighting, heat, power, telephone, television, security and similar services; public sewers (storm and sanitary), water systems, sprinkling systems, an water or gas service, lines and pipes; and other similar public or quasi-public improvements or facilities;

(d) to purchase, sell and convey Units incident to foreclosure of a lien for assessments;

(e) to enter and execute contracts, deeds, mortgages and all other documents and instruments for Association purposes on behalf of all members;

(f) to incur indebtedness on behalf of all Association members for Association purposes and to execute promissory notes, checks, drafts and other instruments and give such security as may be required therefore, provided that the liability of any given member shall be limited to his, her or their percentage of ownership interest and provided further that any indebtedness in excess of five percent (5%) of the annual operating budget must first be approved by a majority of the Unit Owners by a vote in person or by proxy at a meeting called for such purpose at which a quorum is present;

(g) to commence, prosecute, defend or otherwise be a party to any suit, hearing, or proceeding (whether administrative, legislative or judicial) involving the enforcement of the

Act, this Declaration or the other condominium documents or the exercise of any powers, duties or obligations of the Association;

(h) to employ the services of any person, firm or corporation to manage the Association, levy and collect assessments, and to manage, inspect, maintain, operate, improve, repair, rebuild, reconstruct, replace or remove any common elements;

(i) to acquire, sell, transfer or exchange goods, equipment and other personal property of fixtures in the name of the Association for the operation, use, maintenance or enjoyment of the Common Elements or Limited Elements or for the operation of the Association;

(j) to construct improvements to the Common Elements or Limited Common Elements, except that any construction with an estimated cost in excess of five percent (5%) of the annual operating budget must first be approved by a majority of the Unit Owners in writing or by vote at a meeting called for such purpose;

(k) to adopt (by majority vote of the Board) Rules and Regulations consistent with this Declaration and the Bylaws for the management, operation, use and enjoyment of the Common and Limited Common Elements and for the use of the Units, which may include forfeitures, fines or penalties to be Assessed for violation thereof in accordance with such procedures as the Board may specify; and

(l) to exercise all other necessary or incidental powers to administer the Property.

#### 11.4 BOARD: EXERCISE OF ASSOCIATION POWERS

The Board shall exercise and perform all powers, duties and obligations of the Association specified in the Act, this Declaration or the Bylaws and not otherwise expressly requiring the prior vote or written consent of the Association members.

#### 11.5 PERSONAL LIABILITY

No Director or officer of the Association shall be personally liable to any Unit Owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

#### 11.6 UNIT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION

No Unit Owner (other than officers and members of the Board) shall have any authority to act for the Association or the other Unit Owners, as agent or otherwise, nor shall a Unit Owner (in such capacity as a Unit Owner) have any authority to bind the Association or the other Unit Owners to contracts, negotiable instruments or other obligations or undertaking of any kind.

## 11.7 EXECUTION OF DOCUMENTS

All contracts, deeds, notes and other instruments and documents of any kind shall be executed on behalf of the Association by the President (or any Vice President) and the Secretary or Treasurer and, when so executed, shall be deemed to be the act of, and shall be binding upon, the Association for all purposes, regardless of whether specifically authorized by resolution or other direction of the Board, provided the other party to such instrument or document does not procure the same by fraud or misrepresentation or with actual knowledge that such officers are not duly authorized to execute the same.

## MISCELLANEOUS

### 12.1 AMENDMENTS TO DECLARATION

This Declaration may be amended at a meeting duly called for such purpose by an affirmative vote of the Owners of at least 67% of all Units; provided, however, that any amendment to change or otherwise alter percentage of ownership interest of any Unit Owner shall require unanimous consent of all Unit Owners and their mortgages.

Copies of each amendment shall be certified by the President and Secretary of the Association of such other officers as the Board may designate and shall not become effective until duly recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, together with a certified copy of a resolution of the Board authorizing officers, other than the President and Secretary, to certify such amendment, if not certified by the President and Secretary.

### 12.2 SERVICE OF PROCESS

Service of process upon the Association for all matters provided for in the Act or in this Declaration shall be made upon its registered agent on record with the Wisconsin Department of Financial Institutions at its principal office located at 12800 Lakeshore Drive, Pleasant Prairie, Wisconsin.

### 12.3 UNIT OWNER LIABILITY: REAL PROPERTY IN INTEREST

(a) The Owner of a Unit shall be liable to third parties up to the percentage of ownership of the Unit of all costs, damages, debts, obligations and other liabilities of the Association. By acceptance of a deed or other conveyance or transfer of any legal or equitable interest in a Unit, the Owner, Joint Owner, and all other transferees consent to personal liability to the extent of the percentage of ownership of the Unit of any judgment entered against the Association without being made a party to the action in which such judgment is obtained, provided such liability shall be limited as provided under Subsections 12.3(b) and (d). The Declarant's construction lender shall not be deemed a Unit Owner for purposes of this section.

(b) A Unit Owner shall not be liable for any personal injuries or damages arising out of any temporary or permanent condition or defect of any Common Elements or



Limited Common Elements beyond such owner's percentage of ownership interest in the assets and liabilities of the Association.

(c) The Association shall represent and defend the Unit Owners and shall be the real party in interest to represent and defend or prosecute any claim on behalf of or against all the Unit Owners in any suit, action or other proceeding: 1) for enforcement of any debt or other contractual obligation to or from the Association or all the Unit Owners; or 2) involving personal injuries or other damages of any kind arising out of any temporary or permanent condition or defect of any Common Elements; or 3) for damages of any kind arising out of the operation of management of the Association; or 4) for enforcement of the Act, this Declaration or the other condominium documents.

(d) The Association shall indemnify and hold each Unit Owner harmless for all liabilities, costs, expenses and damages which are determined to be enforceable obligations of the Association; provided that such Unit Owner shall be liable to the Association for his or her equal share of such common expenses.

#### 12.4 PROHIBITED ACTIVITY: QUIET ENJOYMENT OF PROPERTY

No use or activity is permitted within any unit or Common or Limited Common Elements which constitutes a visual, audio or physical annoyance or nuisance to any other Unit Owners or which otherwise interferes with the privacy and quiet enjoyment of other Unit Owners or their tenants or which would violate any health or safety statutes, codes, ordinances or other applicable laws, rules or regulations.

#### 12.5 EXCAVATIONS

No excavations, drilling or digging shall be performed in or upon any Common Elements without the prior written consent of the Board, except as necessary for the construction, repair or building of a Unit or Common Elements or Limited Common Elements.

#### 12.6 TRASH AND REFUSE

(a) Each Unit Owner shall be responsible for the temporary storage and regular removal of all rubbish, trash, papers, garbage and refuse from his, her or their unit and slip.

#### 12.7 DISCRIMINATION: RESTRICTIVE COVENANTS

No Unit Owner shall unlawfully discriminate against the actual or prospective tenant or purchaser nor shall any Unit Owner execute or file for record any instrument which attempts to impose a restriction upon the sale, lease, or occupancy of a unit on the bases of sex, race, color, creed or any other unlawful discrimination.

#### 12.8 ENCROACHMENTS: "AS-BUILT" CONTROLS

Each Unit shall have an easement over Common Elements to accommodate any minor encroachments due to or resulting from original construction, from settling or shifting of the Unit or of the structure containing the Unit, or from other similar causes beyond the direct control of the Unit Owner. In the event of reconstruction or rebuilding of a Unit or any part thereof as a result of damage or destruction, there shall also be an easement for any other minimal encroachments which may result therefrom.

Regardless of the restrictions and limitations on easements for encroachments under this Section, each Unit shall have an easement over Common Elements to accommodate any encroachment by any portion of a Unit caused for whatever reason if, within six months after such encroachment arises, no action is commenced to restrain or enjoin such encroachment by the Unit Owner or to compel the removal thereof. If no action is commenced to enjoin or compel a correction of any as-built variance within six months after completion of any construction, reconstruction, remodeling, repairs or other work on the property, the as-built layout, location and condition shall control over the plats and plans and this Declaration shall be deemed to have been amended accordingly.

#### 12.9 INDEMNIFICATION

In the event the Association is, for any reason, found liable for damages, fines or penalties resulting, in whole or in part, from any unauthorized act of a Unit Owner or from any other act or omission of an Owner in the management, operation, use or maintenance of his, her or their Unit which violates the Act, this Declaration or the other Condominium Documents, or any applicable laws, ordinances or regulations, such Unit Owner shall indemnify and hold the Association harmless from all losses, liabilities, costs and expenses, including reasonable attorneys' fees incurred by the Association, except to the extent that such loss, liability, costs or expenses are covered by insurance maintained by the Association or arise from good faith acts or omissions of such Unit Owner as an officer or Director of the Association.

#### 12.10 ENFORCEMENT: CUMULATIVE REMEDIES: NON-WAIVER

The Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of the Act, this Declaration and the other Condominium Documents, except that any Unit Owner may proceed to enforce any such terms, conditions or provisions, at such Owner's expense, if the Association fails to do so within sixty days following a written request by such Unit Owner for such action. Any Unit Owner violating any of the terms, conditions or provisions of the Act, this Declaration or the other Condominium Documents shall pay all costs, expenses and actual attorneys' fees incurred by the Association or by a prosecuting owner in the successful enforcement thereof.

Each remedy set forth in the Act, this Declaration and the other Condominium Documents shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver is obtained from the Board.

#### 12.11 SEVERABILITY

This invalidity or unenforceability of any terms, condition or provision of this Declaration or of any of the other condominium documents shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration or of the other condominium documents, all of which shall remain in full force and effect.

#### 12.12 COVENANTS RUN WITH LAND: TERM

All terms, conditions and provisions of this Declaration (as the same may be amended from time to time) shall constitute covenants running with the land and shall continue in full force and effect until the Property is withdrawn from the provisions of the Act by unanimous consent of the Owners of all Units and their mortgages or until the Declaration is amended in accordance with Section 12.1.

#### 12.13 NO SURCHARGE OF ESTATES

The extent to which Unit Owners or lessees use the Common Elements shall not affect the obligation of each Owner to share the common expenses for maintenance, repair and construction of the Common elements; and any sale, conveyance or lease of individual Units shall be without and free from all surcharge as may otherwise arise between dominant and servient estates.

#### 12.14 OPERATING PERMIT

The construction, maintenance and operation of the marina facility is subject to a permit granted by the State of Wisconsin, Department of Natural Resources. The State of Wisconsin has determined, prior to issuance of the permit, that the marina does not constitute a material obstruction to navigation and is not detrimental to the public interest in waters of the State.

The State of Wisconsin, as a standard permit condition under Wisconsin Law, retains jurisdiction to review the permit at any time to assure that the project continues to meet the requirements of the state law. These conditions apply to all piers, marinas and other structures in public waters in Wisconsin.

The State of Wisconsin can, for good cause and after an opportunity for hearing by the permit holder, modify or rescind the permit to assure that it continues to meet the requirement of State Law.

#### 12.15 MORTGAGE HOLDERS

(a) The holder of any first mortgage or other equivalent encumbrance on a unit may deliver written notice to the Association specifying their name and business address together with a request that the Association furnish any notices provided for under this section. Following

receipt by the association of such a notice and request, the Association shall furnish the first mortgagee or other equivalent encumbrancer:

(1) Written notice of any meeting of the Association to be held for the purpose of considering any proposed amendment to this Declaration or the Bylaws; and

(2) Written notice of default by the Unit Owner for failure to comply with any terms, conditions or provisions of the Act, this Declaration or the other Condominium Documents, which is not cured within sixty days.

Each Unit Owner, mortgagee and other encumbrancer shall promptly notify the Association of the transfer or termination of such mortgage or other lien interest in accordance with Section 8.2.

(b) Neither the Unit Owner nor any other party shall have priority over any rights of a first mortgagee of a Unit pursuant to its mortgage or mortgage note with respect to distribution of any condemnation awarded for a loss or taking of a Unit or any common elements or with respect to distribution of insurance proceeds for loss or damage to a Unit or Common Elements, except as otherwise specifically provided in Section 10.4 for repair or such damage.

#### 12.16 NOTICES

(a) Notices to a mortgagee or other encumbrancer shall be deemed to have been duly given at the time of delivery or 72 hours after mailing within the State of Wisconsin by regular or certified mail addressed to the business office specified in the records of the Association, regardless of actual receipt.

(b) Notices to the Board shall be deemed to have been duly given at the time of delivery to a member of the Board or to the Association's on-site manager, if any, or 72 hours after mailing within the State of Wisconsin by certified mail to the President or Secretary of the Association, regardless of actual receipt.

(c) Notices to a Unit Owner shall be deemed to have been duly given, regardless of actual receipt, 72 hours after mailing by certified mail to the Unit Owner or designee.

#### 12.17 CAPTIONS AND SECTION HEADINGS

All captions and section headings of this Declaration are for convenience only and in no way define or limit the scope or effect of any of the provisions unless the context necessarily requires otherwise.

#### 12.18 NON-HOMESTEAD

The property is not homestead property of the Declarant at the time of this Declaration.

12.19. TERMINATION

The Property may be withdrawn from the provisions of the Act, and this Declaration terminated, only upon the recording of an instrument to that effect executed by all Unit Owners and their mortgagees.

EXHIBIT A

CONDOMINIUM PLAT

*See Register of Deeds Document*

EXHIBIT B

CONDOMINIUM BYLAWS

ARTICLE I

ASSOCIATION OF OWNERS

Section 1. Prairie Harbor Yacht Club, a marina condominium project located in the Village of Pleasant Prairie, Kenosha County, Wisconsin, shall be administered by an Association of Owners which shall be a nonprofit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Wisconsin, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Declaration, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted rules and regulations of, the Association, and the laws of the State of Wisconsin. All Owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents. The mailing address of the Association shall be:

Prairie Harbor Yacht Club Condominium  
12800 Lakeshore Drive  
Pleasant Prairie, WI 53158  
Email- prairieharboryachtclub.com  
Phone: 262.697.3200

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each Owner shall be a member of the Association and no other person or entity shall be entitled to membership.
- (b) The share of Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (c) Each Owner shall be entitled to one vote for each Condominium Unit Owned.
- (d) No Owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative.
- (e) Each Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and

other communications from the Association on behalf of such Owners. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Owner, and the name and address of each person, firm corporation, partnership, association, trust or other entity who is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the Owner at any time by filing a new notice in the manner herein provided.

(f) There shall be an annual meeting of the members of the Association held each June as determined by the Board of Directors. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings, as provided in the corporate Bylaws of the Association, shall be given to each Owner or designated representative by postage mail and/or electronic mail (as permitted by law) fifteen (15) days prior to the meeting date.

(g) The presence in person or by proxy of 25% of the Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

(h) Votes may be cast in person or by proxy or in writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common elements and any other expenses incurred by or on behalf of the Association and the Owners. Such accounts and all other Association records shall be open for inspection by the Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Owner at least once a year a financial statement, the contents of which shall be defined by the Association. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement. The books of account shall be audited at such times within the discretion of the Board of Directors. The costs of any such audit and any accounting expenses shall be expenses of the Association. The Association also shall maintain on file current copies of the Declaration for the Project, any



amendments thereto and all other Condominium Documents and shall permit all Owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 4. The affairs of the Association shall be governed by a Board of five (5) Directors, all of whom shall serve without compensation except as provided for in Section 5 herein and who must be Owner members of the Association. The Owner members of the Association shall elect a maximum of five (5) Directors each serving for two year Board terms every year at the annual meeting with two (2) and then three (3) Directors being elected every other year in a rotation sequence. The Association Bylaws shall provide for the nomination procedure in Article III, Board of Directors, Section 2, to be eligible for election as a Board member. The Directors shall hold office until their successors have been elected and hold their first meeting.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall have the authority and responsibility to do the following:

- (1) To manage and to administer the affairs of, and to maintain, the Condominium Project and the Common Elements thereof.
- (2) To collect assessments from the members of the Association and to use the proceeds thereof for the purpose of the Association.
- (3) To carry insurance and to collect and to allocate the proceeds thereof.
- (4) To rebuild improvements after casualty.
- (5) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (7) To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided however, that any such action shall also be approved by affirmative vote of more than 60% of all the members of the Association qualified to vote.

(8) To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

(9) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or by the Condominium Documents required to be performed by the Board.

(10) To make rules and regulations and/or to enter into agreements within institutional lenders the purposes of which are to obtain mortgage financing for Unit Owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Wisconsin.

(11) To enforce the provisions of the Condominium Documents.

(b) The Board of Directors may employ for the Association a professional management agent (which may include the Declarant or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorized, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Declarant, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations for the Association, and any undertakings or contracts entered into which others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Declarant before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors or provided in the Condominium Documents.

Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of Election, duties, terms of office, qualifications, manner of Election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than 60% of all Owners qualified to vote.

Section 6. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days' prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners thereof.

## ARTICLE II

### ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 703.17 of the Act.

Section 3. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Owners shall carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon -adoption of an annual budget by the Board of Directors, copies of said budget

shall be delivered to each Owner and the assessment for said year shall be established based: upon said budget, although the delivery of a copy of the budget to each Owner shall not affect the liability of any Owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing common Elements, (3) to provide additions to the Common Elements not exceeding five percent (5%) annually of the operating expense budget, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof.

(b) Special assessments, in addition to those required in (a) above, may be made by the Board of Directors from time to time and approved by the Owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding five percent (5%) per year of the annual operating expense budget, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for rule other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Owners.

Section 4. Except as otherwise provided herein, all assessments levied against the Owners to cover expenses of administration shall be apportioned among and paid by the Owners without increase or decrease for the existence of any rights to the use of the Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable in advance by Owners as determined by the Board of Directors. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Owners owning more than one (1) Unit shall be in default on all Units owned if any individual Unit assessment or any part thereof is in default. Interest of one percent (1%) per month on the amount in default will be added to the balance plus any late charges or late fee, cost of collection, and attorney's fees until paid in full. The Owner shall be personally liable for the payment of all assessments levied while said Owner is the owner of the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to any late charges on such installments, second, to costs of collection and enforcement of payment, including reasonable attorney's fees; and, finally, to installments in default in order of their due dates.

Section 5. No Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. All assessments, until pay, together with interest on them and actual costs of collection, constitute a lien on the Units on which they are assessed, if a Statement of Lien is filed within two years after the date the assessment becomes due. The lien is effective against a

Unit at the time the assessment became due regardless when within the two year period is filed. A Statement of Condominium Lien can be filed in the Land Records of the Kenosha county Circuit Court after having been signed and verified by any officer of the Association or an attorney of the Association. On full payment of the assessment for which the Lien is claimed, the Unit Owner shall be entitled to a fileable satisfaction of the lien.

Section 7. A lien may be enforced and foreclosed by the Association or the Association's attorney in the same manner as a foreclosure of mortgages on real property in the State of Wisconsin. In such an action, the Association may recover costs and attorneys' fees. The Association may also bid on the Unit at foreclosure sale and acquire hold lease mortgage and convey the Unit. A suit to recover a money judgment for unpaid common expenses shall be maintained without foreclosing or waiving the lien securing the same. A suit for a deficiency following foreclosure may be maintained in the same proceeding. Notwithstanding anything stated above, no action may be brought to foreclose a lien unless brought within three years following the recording of the Statement of Condominium Lien. No action may be brought to foreclose a lien except after 10 days' prior written notice to the Unit Owner given by Registered Mail, Return Receipt Requested, to the address of the Unit Owner shown on the books of the Association.

Section 8. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgage Unit).

Section 9. Intentionally Omitted

Section 10. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 703.16 of Wisconsin Statutes.

Section 11. A mechanic's lien otherwise arising shall be subject to Wisconsin Statutes.

Section 12. The Grantee of any Unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the Grantor. The statement should also state that the Grantee is not liable for nor will the Unit be subject to a lien which is not filed under Article II, Section 7 of these Bylaws. If the Association does not provide the statement within 10 days after Grantee's request, it is barred from claiming under lien which is not filed under Article II, Section 7, prior to the request for the statement against the Grantee.

### ARTICLE III

### ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising amount or between the Owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Wisconsin may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Such election and written consent by Owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

#### ARTICLE IV

#### INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Owners. Each Owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Owner's responsibility to obtain insurance coverage for his boat and other personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Owner shall contain appropriate provisions whereby the insurer waives its rights of subrogation as to any claims against any Owner or the Association.

(b) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the

maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include the pipes, wire and conduits servicing a Unit and shall further include all fixtures and equipment which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Owner within his Unit shall be covered by insurance obtained by and at the expense of said Owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium costs to the Association attributable thereto shall be assessed to and borne solely by said Owner and collected as part of the assessments against said Owner under Article II hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by Association shall be received by the Association, held in a separate account and distributed to the Association, and the Owners and their mortgagees, as their interest may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacements or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Each Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Owners and respective mortgagees, as their interest may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be constructed or repaired shall be made in the following manner:

(a) If the damaged property is a Common Element, or a Unit or a Slip, the property shall be rebuilt or repaired if any Slip in the Condominium is useable, unless it is determined by a unanimous vote of all the Owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of such termination.

(b) If the Condominium is so damaged that no Slip is useable and if each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless 75% or more of the Owners agree to reconstruction by vote or in writing within 90 days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Declaration and the plans and specification for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Owners shall unanimously decide otherwise.

Section 3. Except as provided in Article VI, Section 16 hereof, the responsibility for reconstruction and repair of the Common Elements, the Units and the Slips shall be that of the Association.

Section 4. If any portion of a Unit is covered by insurance held by the Association for the benefit of the Owner, the Owners shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgage endorsement, the proceeds shall be payable to the Owner and the mortgage jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

Section 6. Section 703.19 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to Owner of such Unit and the mortgagee thereof, as their interest may appear.



After acceptance of such award by Owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Owner and his mortgagee, as their interest may appear.

(b) If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Owners and their mortgagees in proportion to their respective interest in the Common Elements and the affirmative vote of more than 50% of the Owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Declaration amended accordingly, and, if any Unit shall have taken, then Article IV of the Declaration shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by an Owner, but only with the prior written approval of all holders of first mortgage liens and individual Units in the Project.

(d) In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institution holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. Nothing contained in the Condominium Documents shall be construed to give an Owner, or any other party, priority over any rights of first mortgage of Condominium Units pursuant to their mortgagees in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

Section 1. No Slip in the Condominium shall be used for other than boat docking purposes and the Common Elements shall be used only for purposes consistent with marina use. No Slip shall be occupied by any watercraft which is longer measured (from the farthest extension of the bow to the farthest extension of the stern including bow pulpits and swim platforms) than 115% of the length of the finger pier which is coextensive with the Slip, as shown on the Condominium Subdivision Plan. For those Slips which do not have a finger pier, i.e. those which use a main dock or a shore walkway, their length shall be deemed to be the same as the adjacent Slip which has a finger pier.

(a) No temporary or permanent building structure built or constructed on a barge or flotation dock system shall be permitted to be located in a Unit or Slip or Limited Common Elements as defined in the Condominium Documents.

(b) All Vessels must be approved for use by the U.S. Coast Guard and/or meet NMMA Certification for construction, safety, and electrical code standards.

Section 2. An Owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in Section 13 of this Article VI. The terms of all lease agreements and occupancy agreements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Declarant, or the Association to the extent of any Units owned by the Association, may lease any number of Units in the Condominium in their discretion and may do so for such periods as they may determine.

Section 3. No Owner shall make structural modifications to or within his Unit or his Slip, or make changes in or on any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including (but not by way of limitation) exterior painting or the erection of lights, storage boxes, dinghy storage racks or devices, swimming ladders, storage attachments or modifications. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or Slip or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition. No cooking or open flames shall be permitted anywhere on the docks or finger piers.

Section 5. No animal, including household pets, shall be kept within the Condominium Project without the prior written consent of the Board of Directors, which consent, if given, shall be revocable at any time by the Board for failure by pet owners to observe provisions of the Bylaws or rules and regulations of the Association pertaining to pets. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements and any animals shall at all times be attended by some responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium Premises shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium Premises, regardless of whether the Association has consent thereto. The Association may charge all Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost

to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

Section 6. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by an Owner, either in his Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, landscaped areas, parking areas and piers shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. No watercraft of any type shall be moored, either temporarily or permanently, anywhere within the Project other than in a Slip (subject to the provisions and limitations on length contained in Article VI, Section 1 hereof). All dinghies and other auxiliary craft not affixed to a boat must be securely moored and wholly within the limits of ownership of the pertinent slip.

Section 8. No house trailers, camping vehicles, camping trailers, boat trailers, boat cradles, snowmobiles, snowmobile trailers, recreational vehicles or vehicles other than automobiles or for transporting boats may be parked or stored upon the Condominium Premises, unless parked or stored in an area specifically designated therefor by the Association. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises, either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Off-season exterior boat storage shall not be permitted upon the Condominium Premises.

Section 9. No Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

Section 10. No signs or other advertising devices shall be displayed which are visible from a Unit or a Slip or on the Common Elements, including but not limited to "For Sale" signs.

Section 11. Reasonable regulations consistent with the Act, the Declaration and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association. Copies of all such regulations, rules and amendments thereto shall be furnished to all Owners and shall become effective 30 days after mailing or delivery thereof to the Owner. Any such regulation, rule or amendment may be revoked

at any time by the affirmative vote in person or by proxy of more than 50% of all qualified Owners at the annual meeting.

Section 12. The Association or its duly authorized agents shall have access to each Unit and Slip and any Limited Common Elements appurtenant thereto from time to time as may be necessary for the maintenance, repair or replacement of any of the Common Elements.

Section 13. The leasing of Units in the Project shall conform to the following provisions:

(a) An Owner desiring to rent or lease his/her/its Unit, Slip, or Limited Common Elements shall disclose that fact in writing to the Association and shall supply the Association with a copy of the exact lease form for its review and for its compliance with the Condominium Documents. Any fees required by the Association for its review shall be paid by the Owner.

(b) Tenants or non-owner occupants shall comply with all the conditions of the Owner's Condominium Documents and complete the Application and Information worksheet, provided documentation of acceptable insurance coverage, and sign the Condominium Association Lease form.

(c) If the Association determines that the tenant or nonowner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(1) The Association shall notify the Owner by certified mail advising of the alleged violation by tenant.

(2) The Association shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(3) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Owners on behalf of the Association, an action for eviction against the tenant or nonowner occupant and simultaneously for money damages in the same action against the Owner and tenant or nonowner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages caused by the Owner or tenant in connection with the Condominium Unit.

(d) In order to lease the Unit, Slip or Limited Common Elements, owned by an Owner, the Owner shall be required to pay the annual and outstanding special assessments in full for all Units owned prior to the tenant or non-owner occupying the Unit, Slip or Limited Common Elements.

Section 14. No Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing.

Section 15. No unsightly condition shall be maintained upon any dock or pier and only equipment consistent with ordinary dock or pier use shall be permitted to remain there during seasons when such areas are reasonably in use and no equipment of any kind shall be stored on docks or piers during seasons when such areas are not reasonably in use.

Section 16. Each Owner shall maintain his assigned Slip for which he has responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

Section 17. Intentionally Omitted.

Section 18. No Unit, Slip or Common Elements shall be used for commercial purposes or activities without written approval of the Board of Directors.

Section 19. No Owner, Corporation, or Partnership shall own more the five (5) Units in the Limited Common Elements without the prior written approval of the Board of Directors. Owners in default for any Unit shall be considered delinquent and may not lease any Unit or Slip or be in good standing until all payments are paid in full for all Units owned.

(a) In the event a Unit Owner, Corporation, or Partnership owns more than 5 Units at any one time, the Unit owner shall be required to escrow one (1) full year of assessments for each Unit owned in excess of five (5) Units with said escrowed funds being held and controlled by the Association.

(b) Said escrowed funds shall be paid by the Unit Owner at the time of closing on the purchase of each unit in excess of five (5) Units. The Association shall hold the escrowed funds until the first to occur of the following: (i) the Unit Owner owning more than 5 Units is delinquent on the payment of any special or general assessment due on any Unit owned by said Unit Owner or (ii) the Unit Owner sells the Units in excess of 5 Units (in which case escrow funds will be released in proportion to the number of Units actually being sold at that time to the total number of Units owned exceeding five (5) Units.

(c) In the event a Unit Owner is delinquent on the payment of any assessment for any Unit owned by the Unit Owner, then the escrowed funds shall be released to the Association to the

extent of the delinquent amounts owned and the Unit Owner shall be required to replenish the escrow account.

(d) In the event a Unit Owner fails to escrow funds as provided herein, the Association shall have all rights and remedies available to it as provided in the Condominium Documents for failure to pay assessments.

## ARTICLE VII

### MORTGAGES

Section 1. Any Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performances of the obligations of the Owner of such Unit that is not cured within 60 days.

Section 2. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

## ARTICLE VIII

### AMENDMENTS

Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by 33-1/3% or more of the members or by instrument in writing signed by them.

Section 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 3. These Bylaws may be amended by the Association at any regular meeting or a special meeting called for such purpose, by an affirmative vote of not less than 66-2/3% of all Owners.

Section 4. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE IX

### COMPLIANCE

The Association of Owners and all present or future Owners, tenants, or any other persons having or acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

## ARTICLE X

### DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Declaration to which these Bylaws are attached as an Exhibit or as set forth in the Act.

## ARTICLE XI

### REMEDIES AND DEFAULT

Section 1. Any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

(a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include, without intending to limit the same, an action recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

(b) In any proceeding arising because of an alleged default by any Owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Owner be entitled to recover such attorneys' fees.

(c) The violation of any of the provisions of the Condominium Document shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Owner in violation,

any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(d) The violation of any of the provisions of the Condominium Documents by any Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Owners in the same manner as prescribed in Article II, Section 4 of the Association Bylaws. Thereafter, fines may be assessed only upon notice of the offending Owners as prescribed in said Article II, Section 4, and an opportunity for such Owner to appear before the Board no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

Section 2. The failure of the Association or of any Owner to enforce any right, provisions, covenant or condition which may be granted by the Condominium Documents shall constitute a waiver of the right of the Association or of any such Owner to enforce such right, provisions, covenant or condition in the future.

Section 3. All rights, remedies and privileges granted to the Association or any Owner or Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election or remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

## ARTICLE XII

### SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



## EXHIBIT C

### PRAIRIE HARBOR YACHT CLUB CONDOMINIUM OWNERS ASSOCIATION, INC., BYLAWS

#### ARTICLE I

##### ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of Prairie Harbor Yacht Club (hereinafter known as the Condominium Bylaws) as attached to the Declaration and recorded in the office of the Register of Dees, Kenosha County Records, are hereby incorporated by reference and adopted in their entirety as part of the Bylaws of this Association.

#### ARTICLE II

##### MEETINGS

Section 1. Meetings of the Association shall be held at its address or other suitable locations as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Association, the Condominium Declaration or the laws of the State of Wisconsin.

Section 2. Meetings of the Members of the Association shall be held in accordance with Article I, Section 2(f) and Article I, Section 4 of the Condominium Bylaws. The Owners may also transact at annual meetings such other business of the Association as may properly come before them as determined by its Board of Directors.

Section 3. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Owners presented to the Secretary of the Association. Notice of any special meetings shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary (or other Association Officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Owner of record, at least 10 days but not more than 50 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) of the Condominium Bylaws shall be deemed notice served. Any members may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 5. If any meeting of Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

### ARTICLE III

#### BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be governed by a Board of Directors all of whom shall serve without compensation and whom must be members of the Association.

Section 2. Any eligible Member owner of the Association desiring to be nominated for the Board of Directors is required to complete a nomination form and obtain two (2) signatures from other Owner members in good standing on the form. The nomination form shall then be submitted to either the President or Secretary of the Board of Directors as least ten (10) days prior to the annual meeting for review in order to be included on the election ballot. Additional nominations for election purposes shall be determined at the sole discretion of the Board of Directors.

Section 3. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 4. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 5. At a regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the Owners and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Section 6. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or electronic mail, at least 10 days prior to the date named for such meeting.

Section 8. Special Meetings of the Board of Directors may be called by the President on 3 days' notice to each Director given personally, by mail, telephone or electronic mail, which

notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one director.

Section 9. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the Directors, either in person or by telephone shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, either in person or by telephone, the meeting cannot be called to order and shall be rescheduled to a new date and time.

Section 11. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

## ARTICE IV

### OFFICERS

Section 1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such officers as in their judgment may be necessary. Any two offices except that of President may be held by one person.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Upon affirmative vote b a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the

members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. 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 of Directors shall appoint some other member of the Board to do so 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 of Directors.

Section 6. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

## ARTICLE V

### FINANCE

Section 1. The finances of the Association shall be handled in accordance with the Condominium Bylaws.

Section 2. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. The funds of the Association shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

## ARTICLE VI

### AMENDMENTS

Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members or by instrument in writing signed by them.

Section 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association Bylaws.

Section 3. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than 66-2/3% of all Owners.

Section 4. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption, provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all person who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE VII

### COMPLIANCE

Section 1. These Bylaws are set forth to comply with the requirements of Chapter 703 of the Wisconsin Statutes, as amended, and with the duly recorded Declaration of the Condominium and Exhibits attached thereto. In case any of these Bylaws conflict with the provisions of the statutes or with the provisions of said Declaration or the Exhibits thereto, the provisions of the statutes and said Declaration and Exhibits thereto shall be controlling.