

Bylaws
Coachlight Village Condominium Town Homes

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BY-LAWS
OF
COACHLIGHT VILLAGE CONDOMINIUM TOWN HOMES, INC.

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BY-LAWS
OF
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ARTICLE I
NAME AND PURPOSE

1.01. Name. The name of the Association shall be COACHLIGHT VILLAGE CONDOMINIUM TOWN HOMES, INC. herein after referred to as the "Association".

1.02. Purpose. These By-laws, together with the Declaration of Condominium of COACHLIGHT VILLAGE TOWN HOMES, and the Wisconsin Unit Ownership Act, all amendments to the foregoing and all rules and regulations passed by the association shall apply to, govern and control the Condominium property located at New Berlin, Wisconsin and any and all present and future owners, tenants, employees and other persons using the premises.

ARTICLE II
MEMBERS, VOTING AND MEETINGS

2.01. Members. The members of the Association shall consist of the Unit owners who have record title in their names.

2.02. Voting.
(a) Each owner of each Unit shall have one (1) vote. If a Unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record

owners of the Unit and filed with the Secretary of the Association. If the Owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item to be voted upon. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation and filed with the Secretary of the Association prior to the vote being cast. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time.

(b) Majority of Unit Owners. As used in these By-Laws, the term "majority of unit owners" shall mean those unit owners having more than fifty (50%) percent of the total.

(c) Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having in excess of fifty (50%) percent of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

(d) Majority Vote. Any action by the unit owners shall require a vote in excess of fifty (50%) percent of the unit owners present and voting either in person or by proxy except where a higher percentage is required by the Wisconsin Condominium Ownership Act or by the Condominium Declaration or these By-Laws.

(e) Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting and may be revoked at any time prior to votes being cast.

(f) Action by Unanimous Consent. Any action required to be taken or which may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent shall have the same force and effect as a unanimous vote.

2.03. Meetings. The annual meeting of the Association shall be held on the second Tuesday of January of each year at seven (7:00 P.M.) o'clock P.M. for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

2.04. Special Meetings. Special meetings of the Association may be called by the President of the Association, any member of the Board of Directors, or upon a petition signed by a Unit owner and having been presented to the Secretary of the Association.

2.05. Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place as may be designated by the board of Directors.

2.06. Notice of Meetings. The Secretary shall give notice of each annual or special meeting, stating the purpose for

which the meeting is called and the time and place where it will be held to each Unit owner whose name is recorded in the books of the Association. Notice of the annual meeting shall be given not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, and in the case of a special meeting, not less than forty-eight (48) hours before the time of the meeting, either personally or by mail. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Unit owner at his address as it appears in the records of the Association, with postage prepaid thereon. Whenever any notice is required to be given to any owner under the Articles of Incorporation or the By-Laws or any provision of law, a waiver thereof signed at any time, whether before or after the time of the meeting, by the owner entitled to such notice, shall be deemed equivalent to the giving of such notice.

2.07. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

2.08. Order of Business. The order of business at all meetings shall be set and determined by the President or other presiding officer.

2.09. Office. The principal office of the Association shall be at 2380 N. 124th Street, Box 26123,

Milwaukee, Wisconsin 53226.

ARTICLE III

BOARD OF DIRECTORS

3.01. Powers and Duties. The Board of Directors shall have the powers and duties as are necessary for the administration of the Condominium property, including, but not limited to, the following:

(a) Make all rules and regulations respecting the operation, use and occupancy of the Condominium property;

(b) Make and collect assessments from the members of the Association in accordance with the provisions of the declaration of Condominium property, for insurance, taxes and charges for utility services necessary for the operation of the Condominium property or for such other purposes as the Board may determine;

(c) Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property;

(d) Satisfy all liens against the Condominium property and pay the necessary expenses connected therewith; and

(e) Perform such other functions as required by law.

3.02. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons.

3.03. Election and Term of Office. Directors shall be elected for three (3) year terms and shall hold office until their successors have been elected and hold their first meeting. Subject to the restrictions of the Article IX of the Declaration of Condominium of COACHLIGHT VILLAGE TOWN HOMES, the vote of a majority of Unit owners at a meeting at which a quorum is present is required to elect a Director. In the event a majority vote cannot be obtained for the election of any director, the acting Chief Judge of the Civil Division of Milwaukee County Court shall be petitioned for appointment of an arbitrator, and when such arbitrator shall have been appointed by the Chief Judge, the arbitrator shall appoint as many Directors as there are vacancies to be filled, and the Directors so appointed shall be deemed to have been duly elected in accordance with the provisions of these By-Laws and shall hold office until their successors have been elected and their first meeting.

3.04. Vacancies. Subject to the restrictions of Article IX of the Declaration of Condominium of COACHLIGHT VILLAGE CONDOMINIUM TOWN HOMES, vacancies in the Board of Directors caused by any reason than the removal of a Director by a vote of the Association shall be filled by the unanimous vote of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. The provisions of 3.03 of these By-Laws with respect to the appointment of an arbitrator shall be followed in

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the event a unanimous vote cannot be obtained.

3.05. Removal of Directors. Subject to the restrictions of Article IX of the Declaration of Condominium at COACHLIGHT VILLAGE CONDOMINIUM TOWN HOMES, at any regular or special meeting duly called, any one or more of the Directors elected by the owners may be removed with or without cause by the majority vote of the owners and a successor may then and there be elected to fill the vacancy created.

3.06. Compensation. No compensation shall be paid to any member of the Board of Directors at any time except by affirmative vote of a majority of the Unit owners at a meeting called for such purpose.

3.07. Regular Meeting. Regular meetings of the Board of Directors shall be held without other notice than this By-Law immediately after the annual meeting of the membership and each adjourned meeting thereof and at such other time and place as shall be determined, from time to time, by a majority of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given in the manner provided for in Section 2.06.

3.08. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or President of the Association. Notice of special meetings shall be given in the manner provided for in Section 2.06 of these By-Laws.

of the Board of Directors, any Director may, in writing, waive notice of the meeting and such waiver shall be deemed equivalent to the giving of such notice.

3.10. Quorum. At all meetings of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If any meeting of the Board of Directors cannot be organized because of lack of a quorum, the majority of those present may adjourn the meeting from time to time but not less than forty-eight (48) hours from the time the original meeting was called. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE IV

OFFICERS

4.01. Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

4.02. Election of Officers. Except as provided in Section 4.01, the officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. Each officer shall hold office until a successor has been duly elected.

4.03. Removal. Upon the affirmative vote of 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.

4.04. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the membership 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 the Association.

4.05. Vice-President. The Vice-President shall perform the duties of the President in the absence of the President or in the event of the President's inability 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 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 President or the board of Directors.

4.06. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of the books and papers of the Association and shall, in general, perform all the duties incident to the office of the Secretary.

4.07. Treasurer. The Treasurer shall have responsibility for the Association funds and shall be responsible for keeping full and accurate accounts of all receipts and

disbursements in the books of the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors.

4.08. Vacancies. In the event that any office of the Association shall become vacant by reason of death, resignation, removal, disqualification or otherwise, the same shall be filled by the Board of Directors for the unexpired portion of the term.

4.09. Compensation. No compensation shall be paid to any officer of the Association except by the affirmative vote of the membership at a meeting called for such purpose.

ARTICLE V

OPERATION OF THE PROPERTY

5.01. Budget. The Board of Directors shall from time to time but at least once each year not later than December 15, adopt a budget for the operation of the Association. The budget shall contain estimates of the cost of operating the Association and shall include all common charges payable by the members to meet the common expenses of the Association for the ensuing year. The common expenses shall include, but shall not be limited to, taxes, the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, parking areas, and the other common areas; the cost of insurance; the cost of management; administration costs and any other expense

items inuring to the benefit of all Unit owners including, if necessary, such sums as may be required for improvements, capital expenditures or other operations not included in the above.

Until the Declarant has either sold the last Unit or has voluntarily turned over control of the Association to the Unit owners, the Declarant shall establish the budget for the operation of the Condominium.

5.02. Assessment. The estimate of the charges to be paid during the ensuing year by each Unit owner for his share of the common expenses shall be assessed against each Unit according to the respective percentages of ownership in the general common areas as set forth in the Declaration, subject to the right of the Declarant set forth in Article VI of the Declaration to exempt from such assessment. The assessment shall be made and paid monthly or at such other times as may be provided for by resolution of the Board of Directors, with the first assessment payment being made upon receipt by the owner of his deed to his Condominium Unit.

5.03. Default. In the event that a member the Association is in default in the payment of any charge or assessment for a period of more than thirty (30) days after such assessment or charge is due, such assessment shall bear interest at the highest rate provided by law and such failure to make payments shall constitute a default hereunder and the Board of Directors shall take all measures allowed by law to enforce the collection of the unpaid installment and the defaulting unit

owner shall pay the reasonable attorney fees and other costs incurred by the Association incident to the collection of such assessment.

5.04. **Depositories.** The funds of the Association shall be deposited in a bank or banks or other depositories as from time to time may be designated by the Board of Directors and shall be withdrawn therefrom only upon check or order signed by the officers or Directors who shall be from time designated by the Board of Directors for that purpose.

ARTICLE VI

OBLIGATIONS AND DUTIES OF OWNERS

6.01. **Use of Common Areas.** No boats, trailers, snowmobiles or trucks shall be parked in the common areas. No sign of any kind shall be displayed to the public without the prior written consent of the Association.

6.02. **Maintenance and Repair.** Every Unit owner must promptly and properly perform all maintenance and repair work within his own Unit and is expressly responsible for the damages and liabilities that may result from his failure to so do. Each Unit owner shall reimburse the Association for any expenditures incurred in repairing or replacing any general common area or limited common area in any manner damaged by the Unit owner or any occupant, guest or other invitee of his Unit. No Unit owner shall make any alteration that shall weaken or tend to weaken the structure of his Unit, the building, or any adjoining Unit.

6.03. Right of Entry. Each Unit owner grants the right of entry to his Unit to any person authorized by the Board of Directors of the Association in the event of any emergency whether the owner is present at the time or not. Each Unit owner shall permit repair personnel or other personnel authorized by the Board of Directors to enter his Unit for the purpose of performing installations, alterations or repairs, provided that requests for entry are made in advance, and that such entry is at a time convenient to the owner, except in the event of an emergency, in which case entry shall be immediate. An emergency shall be defined as any situation which may affect the health, safety or welfare of a unit owner or unit occupant or cause potential damage to the building structure.

6.04. Animals. No Unit owner shall house any animal, except for Building H. Provided, further that the owner of each pet is required to pick up the droppings of such pet.

In the event that the pet or pets become a nuisance, which determination shall be made in the sole judgment of the Board of Directors of the Association, the Board of Directors shall have the power to prohibit such unit from having the aforesaid pet, and require the owner to immediately remove said pet from the premises.

6.05. Involuntary Sale. If any Unit owner (either by his own conduct or the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of the Declaration or the rules or regulations adopted

by the Board of Directors, and such violation shall continue for five (5) days after notice in writing from the Board of Directors, or shall occur repeatedly during any 30-day period after written notice or request to cure such violation from the Board of Directors, then the Board of Directors shall have the powers, by action of a majority of its member, to issue to the defaulting owner a 10-day notice in writing, to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the Board of Directors against the defaulting owner for an injunction against the owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the unit ownership of the defaulting owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting owner's right to occupy, use or control the unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any

balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to the Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting owner.

6.06. Additional Rules and Regulations. The Board of Directors may from time to time adopt any additional rules and regulations necessary to the maintenance and operation of the common areas and facilities and such rules and regulations shall be binding upon the Unit owners. Any violation of the rules and regulations shall constitute a violation of the Declaration.

ARTICLE VII

AMENDMENTS

7.01. By-Laws. Subject to the rights of the Declarant set forth in article IX of the Declaration of Condominium of COACHLIGHT VILLAGE CONDOMINIUM TOWN HOMES, these By-Laws may be amended by the affirmative vote of a majority of the Board of Directors.

ARTICLE VIII

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8.01. Indemnification of Directors and Officers.

Every past or present Director or officer of the Association, his heirs and personal representative, shall be indemnified by the Association for any loss or damage incurred by or imposed upon him as a result of having been or presently being an officer or Director of the Association except as to matters arising from his willful misconduct. The cost incurred by the Association for such indemnification shall be considered a common expense of the Association.

8.02. Subordination. In the event of a conflict

between the terms of these By-Laws shall be subordinate to the Declaration and any amendments thereto and the Unit Ownership Act, these By-Laws shall be subordinate to the Declaration and Unit Ownership Act, which terms shall be controlling.

8.03. Seal. The Board of Directors may provide a

corporate seal for the Association which shall be in circular form and shall contain the name of the corporation and the words "Corporate Seal, Wisconsin" inscribed thereon.

ARTICLE IX

FISCAL YEAR

9.01. The Fiscal Year of the corporation shall be

the calendar year.