BY-LAWS OF
THE CLOISTERS OF GREENFIELD CONDOMINIUM

(As Amended Through November 17, 2005)

ARTICLE I

Plan of Unit Ownership

Section 1. **Condominium Unit Ownership**. The property located in the Qty of Greenfield, Milwaukee County, State of Wisconsin (the "Property") known as The Cloisters of Greenfield Condominium, has been submitted to the provisions of the Wisconsin Unit Ownership Act by the Dec1a of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on October 17, 1974 on Reel 816 at Images 394 to inclusive, as Document No. 4876971.

Section 2. **Applicability of By-Laws.** These By-Laws are adopted as the By Laws of The Cloisters of Greenfield Condominium Corp., a Wisconsin nonstock nonprofit corporation formed to serve as the Association of Unit Owners for the Property as provided in the Wisconsin Unit Ownership Act. The terms "corporation" and "association" are used interchangeably in these By-Laws to refer to said nonstock corporation. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof.

Section 3. **Definitions.** The term "property" and other terms used in these By Laws shall, unless the context or the Declaration or Articles of Incorporation require otherwise, have the same meanings as the definitions contained in section 703.02 of the Wisconsin Unit Ownership Act.

Section 4. **Office.** The office of the condominium and of the corporation shall be located at 6100 West Stonehedge Drive, Greenfield, Wisconsin.

ARTICLE II

Board of Directors

Section 1. **Number and Qualification.** The affairs of the Association and of the Property shall be governed by the Board of Directors. Until all units shall have been sold and conveyed by Schandelmeier Const., Inc. (the "Declarant") or such earlier time as determined by Declarant, the Board of Directors shall consist of such persons as shall have been designated by the Declarant. Thereafter the Board of Directors shall be composed of five persons, all of whom shall be owners or spouses of owners or mortgagees of units, or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, stockholders, or employees of such corporations, or in the case of fiduciary owners or mortgagees shall be the fiduciaries, or officers or employees of such fiduciaries.

Section 2. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Unit Ownership Act, the Declaration, these By-Laws and rules and regulations hereunder.

Section 3. **Managing Agent and Manager.** The Board of Directors may employ for the Property a, managing agent which may be Declarant or a related party and a manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

Section 4. **Election and Term of Office.** At the first annual meeting of the unit owners, the term of office of two members of the Board of Directors shall be fixed at three years, the term of office of two members of the Board of Directors shall be fixed at two years and the term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. **Removal of Members of the Board of Directors.** At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. **Vacancies.** Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may ~ constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. **Organization Meeting.** The first meeting of the members of the Board of Directors following the annual meeting of the unit owners shall be held within ten days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 8. **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of 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 member of the Board of Directors, by mail or telegraph, at least three business days prior to the day named for such meeting.

Section 9. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on three business days' notice to each member of the Board of Directors, given by mail or telegraph, 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 at least two members of the Board of Directors.

Section 10. **Waiver of Notice.** Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. **Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may ~ adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. **Fidelity Bonds.** The Board of Directors shall obtain adequate fidelity bonds for all officers and employees of the Property handling or responsible for funds. The premiums on such bonds shall constitute a common expense.

Section 13. **Compensation.** No member of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 14. **Liability of the Board of Directors.** The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interests of all the unit owners in the common areas and, facilities. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Directors, or the managing agent or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interests of all unit owners in the common areas and facilities. The Board of Directors may obtain and maintain at the expense of the Association director's liability insurance consistent with the provisions of this section in an amount or amounts it deems advisable.

Section 15. **Informal Action.** Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE Ill

Unit Owners

Section 1. **Annual Meetings.** Annual meetings of the unit owners shall be held on the third Thursday in November, or as near thereto as is practicable, provided that if the meeting shall be on a date other than the third Thursday in November, the Board shall provide at least 60 days, but not more than 90 days, notice, in addition to the notice required in Section 4, below. At such meetings the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these By-Laws. The unit owners may transact such: other business at such meetings as may properly come before them. [11-16-2000.]

Section 2. **Place of Meetings.** Meetings of the unit owners shall be held at the principal office of the Association or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. **Special Meetings**. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners having 25% of the total authorized votes of all unit owners. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings.** The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special meeting of the unit owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this section shall be considered service of notice.

Section 5. **Adjournment of Meetings.** If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 6. **Title to Units.** Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 7. **Voting.** The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Each unit owner (including the Declarant and the Board of Directors, if the Declarant, or the Board of Directors or its designee, shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners one vote for each unit owned.

(a) **Prohibiting Voting.** Any unit owner, who has a recorded lien on his unit and the amount necessary to release the lien has not been paid at the time of the meeting, shall be prohibited from voting. State Statute 703.10 (4) [Amended 11-17-2005]

Section 8**. Majority of Unit Owners.** As used in these By-Laws the term 14majority of unit owners" shall mean those unit owners having more than 50% of the total.

Section 9. **Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having 33-1/3% of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 10. **Majority Vote.** The vote of those unit owners having more than 50% of the total authorized votes present in person or by proxy and voting at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these By-Laws.

Section 11. **Action By Unanimous Consent.** Any action required to be taken or which may be taken at a meeting of unit owners 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 action shall have the same force and effect as a unanimous vote.

Section 12. **Membership.** All unit owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. As between contract buyer and seller of a unit, the person entitled to legal possession shall be deemed owner. Membership shall be appurtenant to and may not be separated from ownership of any unit. The class of members may be expanded upon the affirmative vote of the Board of Directors to include persons owning living units, not subject to the Declaration, which are located on the parcel described in paragraph I I (b) of the Declaration.

ARTICLE IV

Officers

Section 1. **Designation.** The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors.

Section 2. **Election of Officers.** Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. **Removal of Officers.** 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 may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the Property.

Section 5. **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. **Secretary.** The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 7. **Treasurer.** The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Directors, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 8. **Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 9. **Compensation of Officers.** No officer shall receive any compensation from the Association for acting as such.

ARTICLE V

Operation of the Property

Section 1. **Determination of Common Expenses and Common Charges.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common charges required to meet the common expenses of the Property and allocate and assess such common charges against the unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property called the Operating Account. There shall also be without limitation an amount for a general operating reserve called the Statutory Reserve Account. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or–lease–such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common charges payable by him, and shall furnish copies of each budget on which such common charges are based to all unit owners and to their mortgagees.

(a) **Operating Account**. The Board of Directors shall deposit in a bank of their discretion the collected funds for the routine daily scheduled operating expenses.

(b) **Statutory Reserve Account**. The established statutory reserve account must be a separate bank account for the building and grounds expenses that are not for ordinary operation. Funds spent in this account must be restored from collection in the annual budget or special assessment. [Amended 11-17-2005]

Section 2. **Insurance.** The Board of Directors shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all of the units and the bathroom and kitchen fixtures initially installed therein by the Declarant, but not including furniture, furnishings or other personal property supplied or installed by unit owners), together with all air-conditioning equipment and other service machinery contained therein; and all limited common areas and. facilities, such insurance shall cover the Property, the Association, the Board of Directors and all unit owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Board of Directors or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees as their interests may appear.

All such policies shall provide that adjustment of loss shall be made by the Board of Directors with the approval of the insurance trustee, and that the net proceeds thereof, if $ 10,000 or less, shall be payable to the Board of Directors, and if more than $10,000, shall be payable to the insurance trustee.

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

The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of $1,000,000 covering all claims for bodily injury or property damage arising out of one occurrence.

Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors.

Section 3. **Repair and Reconstruction After Damage.**

(a) In the event of any damage to or destruction of the Property as a result of fire or other casualty or otherwise unless 80% or more of the number of units of the Property are destroyed or damaged, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and reconstruction in excess of the appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common charges.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Article III, Section 11 of these By-Laws and shall constitute the determination by the Association to repair, reconstruct or rebuild as required by the Wisconsin Unit Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Association, then the affirmative vote of the unit owners having more than 0.5% of the authorized votes of all unit owners shall be sufficient to determine to repair and reconstruct.

(b) If 80% or more of the number of units of the Property are destroyed or damaged, the Association by vote of more than 50% of the authorized votes of all unit owners shall determine within 90 days after such damage or destruction whether to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this Section. If the Association, within 90 days after such damage or destruction, fails to make a determination of whether to repair or reconstruct, the Property shall be deemed to be owned in common by the unit owners in the same percentages as previously owned by each unit owner in common areas and be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective interests in common, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner, in the order of priority of such liens.

Section 4. **Payment of Common Charges.** All unit owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such time or times as the Board of Directors shall determine. [Amended 11-16-2000.]

No unit owner shall be liable for the payment of any part of the common charges which shall be assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof (made in accordance with the provisions of Article VII of these By-Laws) and except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Each unit owner shall be obligated to pay common charges hereunder notwithstanding the fact that he may have a pending dispute with the Association on any matter.

Section 5. **Collection of Assessments.** The Board of Directors shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any common charge due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. **Default in Payment of Common Charges.** In the event of default by any unit owner in paying to the Board of Directors the assessed common charges within five (5) days following the due date, such unit owner shall be obligated to pay a late charge of $75 per month; the first late charge shall be due on the eleventh day following the due date and each subsequent late charge shall be imposed and due on the first day of the following month. Late charges are special assessments and shall be collectible as such. [Amended 11-16-2000.]

Section 6.1 **Liens.** A statement of condominium lien is filed in the land records of the Clerk of Circuit Court, stating the description of the unit, the name of the record owner, the amount due and the period for which the assessment was due. [Amended 11-17-2005]

Section 7. **Foreclosure of Liens for Unpaid Common Charges and Enforcement Proceedings.** In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale arid to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 7.1

(a) **Legal Proceedings.** An action to recover any sums due for assessments, money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in these By-Laws, the Rules or in the Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, may be sought by the Association and shall not constitute an election of remedies.

(b) **Costs and Attorneys' Fees.** In any proceeding arising out of any alleged default by a unit owner (whether filed in court or not), the Association, if it shall prevail, shall be entitled to recover the costs of the proceeding, and reasonable attorneys' fees.

(c) **Fines.** The Board of Directors may levy reasonable fines against unit owners for violations of the Rules and Regulations, the condominium documents or the Act by the unit owner, his or her family members, guests, invitees, employees and or agents. No fine may be levied for more than one percent (1%) of such unit owner's annual assessment for any one violation; but each day a violation continues after notice is given to the unit owner is a separate violation. If a unit owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until hearing before the Board of Directors is held. Fines are special assessments and shall be collectible as such.

Section 7.2. **Grievance Procedure.**

(a) The Board of Directors or any unit owner may file a written complaint with the Secretary of the Association against another unit owner or the Association for violation of the Act, the Declaration, these By-Laws and any Rules and Regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefore and the hearing procedure to the unit owner complained of by personal delivery or by certified mail, return receipt requested. The unit owner complained of may within fifteen (15) days of the delivery or mailing of the notice file a written answer with the Secretary admitting or denying the allegations of the notice. If, within the time period allowed, the unit owner complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the unit owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Grievance Committee to be held no more than thirty (30), but not less than fourteen (14) days, after delivery or mailing of a notice of hearing to the parties.

(b) Upon delivery or mailing of the notice of hearing, the President of the Association shall appoint the Grievance Committee. The Grievance Committee shall consist of unit owners who are not members of the Board of Directors, relatives of the unit owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

(c) The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining unit owner. The parties and the Grievance Committee shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each unit owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within seven (7) days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the unit owners. Any fine or assessment for which a unit owner shall be found to be obligated shall be due as of the date indicated in the decision.

Section 7.3. **Mortgagees Excepted.** Nothing in these amendments to Sections 4, 6, and 7 of Article V shall affect any holder of a purchase money mortgage for any unit existing on the date of enactment of this By-Law. [V, Sections 4, 6 and 7 amended 11-16-2000.]

Section 8. **Statement of Common Charges.** The Board of Directors shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common charges.

Section 9. **Abatement and Enjoining of Violations.** The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Section 10. **Maintenance and Repair.**

(a) All maintenance of and repairs to any unit (including replacement of window panes and glass doors, if any), structural or nonstructural, ordinary or extraordinary shall be made by the owner of such unit, except for maintenance of and repairs to any common or limited common area or facility contained therein not necessitated by the negligence, misuse or neglect of the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common areas and facilities resulting from his misconduct, negligence or misuse.

(b) All maintenance, repairs and replacements to the common and limited common areas and facilities whether located inside or outside of the units (unless necessitated by the negligence or misuse of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Board of Directors and be charged to all the unit owners as a common expense.

(c) Any balcony or patio assigned to a unit as a limited common area and facility shall be for the exclusive use of the owner of such unit. Such unit owner shall keep such balcony and patio free and clean of snow, ice and any accumulation of water and shall make all repairs to such balcony or patio resulting from his negligence, misuse or neglect. All other repairs in, to or with respect to such balcony or patio shall be made by the Board of Directors as a common expense. (See rules and regulations regarding grills.) [Amended 11-17-2005]

Section 11. **Use of Property**. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

(a) The units shall be used for residences only.

(b) The common and limited common areas and facilities shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents. Waterbeds shall not be placed in any unit because of the damage of leakage.

(d) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) A unit owner shall not place any furniture, packages or objects in common or limited common areas or facilities, except in an area designated as a storage area and except that a unit owner may place furniture on a balcony or patio assigned to his unit.

(f) No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Property, except that the first occupant of each unit may keep one dog or one cat provided such dog or cat belonged to the occupant prior to occupancy and except other small household pets (such as fish, canaries or parakeets) provided that they are not kept, bred or maintained for any commercial purposes and further provided that all pets are carried when in common areas in the building. No pet shall be permitted which causes an unreasonable disturbance. Any pet excrement in common areas shall be removed immediately by the owner of the unit in which the pet resides.

(g) [Deleted 11-16-2000.]

Section 12. **Additions, Alterations or Improvements by Board of Directors.** Whenever in the judgment of the Board of Directors the common and limited common areas and facilities shall require additions, alterations or improvements costing in excess of $10,000, and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners and by those mortgagees holding mortgages constituting first liens upon at least a majority of the units, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing $10,000 or less may be made by the Board of Directors without approval of the unit owners or any mortgagees of units and the cost thereof shall constitute a common charge.

Section 13. **Additions, Alterations or Improvements by Unit Owners.** No unit owner shall make any structural addition, alteration or improvement in or to his unit, nor affix anything to the exterior of his unit nor erect or construct anything in the limited common area assigned to his unit without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a unit owner for approval of any matter proscribed by the foregoing sentence, within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the request. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration or improvement. The provisions of this Section 13 shall not apply to units owned by the Declarant until such units shall have been initially sold by the Declarant and paid for.

(a) **Additions** Any alterations or additions inside a unit or in limited common areas by a unit owner or later unit owners shall be maintained and/or repaired at the unit owner's expense. [Amended 11-17-2005]

Section 14. **Rules and Regulations.** Rules and regulations concerning the use of the common and limited common areas or facilities may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 15. **Water and Sewer Charges.** Municipal water and sewer service shall be supplied for the units and the common areas and facilities. The Board of Directors shall pay, as a common expense, all charges for water and sewer service on the Property. [Amended 11-17-2005]

Section 16. **Electricity and Gas**. Electricity shall be supplied by the applicable public utility company directly to each unit and to the common areas and facilities through separate meters for each unit and for the common areas and facilities. Gas shall be supplied by the applicable public utility company for the common areas and facilities and for furnishing heat and water. Board of Directors shall pay the bills for electricity and gas consumed in the common areas and facilities as a common expense.

Section 17. **Right of Access.** A unit owner shall grant a right of access to his unit to the manager, the managing agent, and any other person authorized by the Board of Directors, the manager of the managing agent to make inspections, to correct any condition originating in his unit and threatening another unit or a common or limited common area or facility, to install, alter or repair mechanical or electrical services or other common area or limited common areas or facilities in his unit or elsewhere in the building, and to correct any condition which violates the provisions of any mortgage covering another unit. If the lock is changed on any perimeter door to a unit, the unit owner shall provide a duplicate key to the manager or any person authorized by the Board of Directors. Such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI
Mortgages

Section 1. **Mortgage of Units**. Each unit may be separately mortgaged.

Section 2. **Notice to Board of Directors.** A unit owner who mortgages his unit shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units".

Section 3. **Notice of Unpaid Common Charges.** The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges or other default by the owner of the mortgaged unit

Section 4. **Examination of Records.** Each unit owner and each mortgagee of a unit shall be permitted to examine the account records of the Property at reasonable times, on business days, but not more often than once a month. [Amended 11-17-2005]

ARTICLE VII

Sales and Leases

Section 1. **Sales and Leases.** No unit owner may sell or lease his unit or any interest therein except by complying with this Article. A unit owner's sale of his unit shall include the sale of (a) the undivided interest in the common and limited common areas and facilities appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Board of Directors, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such unit owner in any other assets of the Property, hereinafter collectively called the "appurtenant interests.

Section 2. **No Severance of Ownership.** No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

Section 3. **Financing of Purchase of Units by Board of Directors.** Acquisition of units by the Board of Directors, or its designee, on behalf of all unit owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient, the Board of Directors may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Board of Directors.

Section 4. **Waiver of Right of Partition With Respect to Units Acquired by Board of Directors.** In the event that a unit shall be acquired by the Board of Directors or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 5. **Rental of Units Restricted.** It is the objective of the Association to insure to its members the benefits derived from owner-occupied homes. These benefits include an increased quality of life and a stable and increased market value for units as a result of high standards of maintenance and repair, increased cooperation and compliance with Association Rules and By-Laws and continuity of residence; owner-occupied homes will additionally enhance the ability of unit owners to finance and refinance their homes. In furtherance of these objectives, it is the policy of the Association to discourage absentee investment ownership. Accordingly, occupancy of the unit shall only be by the owner thereof and/or his or her immediate family (spouse, children, grandchildren, parents, brothers or sisters of the owner) and one adult invitee of the owner, provided that the owner resides in the unit simultaneously with the invitee. No rental, lease or similar occupancy of a unit shall be allowed, subject only to the following exceptions:

(a) Unit owners who have existing tenants as of the date of enactment of this amendment. This exception shall apply also to the heirs and family members of the excepted unit owner; provided, however, that this exception shall terminate as to any particular unit immediately prior to the resale or the voluntary transfer of the unit from the excepted unit owner to a third party. This exception only applies to the owner of an excepted unit at the time this amendment is created and to his or her spouse and heirs.

(b) A fiduciary, such as a trustee, if the occupant of the unit is a beneficiary of the fiduciary entity.

(c) Purchase money mortgagees of the unit or the Association, where the unit is acquired by foreclosure of the mortgagee's interest, either judicially or by accepting a deed in lieu of foreclosure.

(d) Special hardship exception. The Board of Directors shall have the authority to waive the requirement of this section upon request of a unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. Request for a waiver shall be made to the Association in writing, and considered by the Board at a meeting for that purpose. Any exception granted by the Board must be in writing, approved by a majority of the Board, and signed by at least two members of the Board.

(e) No unit owner shall be permitted to lease the unit pursuant to these Rules unless and until the unit owner shall pay to the Board of Directors on behalf of the Association all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against said unit, except permitted mortgages. Any lease must contain the following language:

"Tenants have been advised of the By-Laws, Rules and Regulations of Cloisters of Greenfield Condominium Association and have been given a copy of the same. A violation of said By-Laws, Rules or Regulations shall be construed as a violation of this lease."

(f) Tenant occupancy of a unit, other than as permitted by these By Laws and such Rules as are promulgated by the Board of Directors, shall result in a fine of $50.00 per day to the unit owner which shall be construed as a special enforcement assessment against the unit owner and shall constitute a lien against the offending unit. The Association shall have the right to bring an enforcement action pursuant to the terms of the lease, or pursuant to the governing documents of this Association and the Association shall be entitled to any other remedies provided by these governing documents or by law, and for the actual and reasonable attorney fees in connection with such proceedings. (VII, Section 5 amended 11-16-200O.}

Section 6. **Payment of Assessments.** No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

Section 7. **Membership.** Upon the sale of a unit, the purchaser shall become a member of the Association. If a unit owner leases his unit, he shall continue to be a member of the Association.

ARTICLE VIII

Condemnation

Section 1. **Condemnation.** In the event of a taking in condemnation or by eminent domain of part or all of the common or limited common areas or facilities, the award made for such taking shall be payable to the Board of Directors if such award amounts to $10,000 or less, or does not relate to any building otherwise it shall be paid to the insurance trustee. If payable to the insurance trustee, then if the Association by majority vote approve the repair and restoration within 90 days of payment of the award (or other payment if conveyed in lieu of such taking), the Board of Directors shall arrange for the repair and restoration and the insurance trustee shall disburse the proceeds to the contractors engaged in such repair and restoration in appropriate progress payments. In the event the Association, if so required, does not duly and promptly approve the repair and restoration, the insurance trustee shall disburse the net proceeds in the same manner as it is required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these By-Laws.

ARTICLE IX

Records

Section 1. **Records and Audits.** The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records of account of the Property, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Property shall be posted by the Board of Directors at least quarter-annually. In addition when necessary, an annual report of the receipts and expenditures of the Property, certified by an independent certified public accountant, shall be rendered by the Board of Directors to unit owners and to mortgagees of units who have requested the same. [Amended 11-17-2005]

ARTICLE X

Miscellaneous

Section 1. **Notices.** All notices to the Board of Directors shall be sent by U. S. mail, c/o the managing agent, or if there is no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any unit owner shall be delivered personally or sent by U. S. mail to the building or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of units, if requested shall be sent by U.S. mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. [Amended 11-16-2000.] [Amended 11-17-2005]

Section 2. **Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. **Gender.** The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. **Waiver.** No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. [Deleted 11-17-2005]

ARTICLE XI

Amendments to By-Laws

Section 1. **Amendments to By-Laws.** Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the vote of 66-2/3% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purposes, but only with the written approval of those mortgagees holding mortgages constituting first liens upon at least a majority of the units; however, Section 1 Article II insofar as it provides that Declarant shall designate the directors until all units shall have been sold and conveyed by it, and this Section 1 of this Article may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be the owner of one or more units.

ARTICLE XII

Conflicts

Section 1. **Conflicts.** These By-Laws are set forth to comply with the requirements of section 703.19 of the Wisconsin Unit Ownership Act. In case any of these By-Laws conflict with the provisions of such Act or of the Declaration, the provisions of such Act or of the Declaration, as the case may be, shall control; and in case of any conflict between the provisions of such Act and the Declaration as relates to these By-Laws or otherwise, the provisions of the statute shall control.

True copy of the By-Laws of the Cloisters of Greenfield Condominium as amended through November 17, 2005.

CERTIFIED: ________________________________, Secretary

Cloisters of Greenfield\Bylaws