

WEST RIDGE HOME OWNERS ASSOCIATION, INC.

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AMENDED AND RESTATED BYLAWS
WEST RIDGE HOME OWNERS ASSOCIATION, INC.

ARTICLE I

MEMBERS OF ASSOCIATION

Section 1.01. Membership Roll. The Secretary shall keep a permanent roll of the persons or entities entitled to membership in the Association with respect to each Home which shall be open to inspection by or on behalf of any Home Owner at any reasonable time. Such membership roll shall be deemed to be the conclusive list of the members of the Association at any meeting of the members.

Section 1.02. Certificate of Membership. The Board of Directors reserves the right to adopt a membership certificate, which the Secretary can issue to the person, persons or entity owning any Home, but such certificate shall not be transferable in any manner whatsoever and the existence or production of any such certificate for any Home, shall not supersede or effect the validity of the membership roll of the Association kept by the Secretary.

Section 1.03. Representation of Joint or Non-Individual Home Owners. If more than one natural person owns any Home, or such Home is owned by a partnership, corporation, trust, estate or other non-individual owner, then the joint or non-individual owners shall have only one vote at any membership meeting or for the purpose of giving any written consent with respect to any Home. Such joint or non-individual owners of any Home, shall have the right to file a written designation with the Secretary specifying the person who shall represent the Home as the voting member in all elections, or as the consenting member in all matters where the consent of the Home Owner is required or permitted by The Unit Ownership Act of Wisconsin (herein referred to as the "ACT"), the Declaration, the Articles of Incorporation or these By-Laws. Such written designation shall remain in effect and be binding upon the Home Owners until revoked in writing by the Home Owner or Owners filed with the Secretary. If no such written designation or a properly signed proxy has been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the Home Owner or Owners as the voting member to cast the vote for such Home at such meeting and his designation shall be conclusive for such meeting.

ARTICLE II

MEETING OF MEMBERS

Section 2.01. Annual Meetings. The annual meeting of the Association will be held each year on the third Saturday of the month preceding the beginning of the fiscal year or at any time determined by the Board of Directors.

Section 2.02. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 2.03. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by delivering written notice, either personally, electronically, or by mail at least ten (10) days before such meeting to each voting member entitled to vote as appears on the books of the Association. Such notice shall specify the place (whether physical or virtual), day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 2.04. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 2.05. Place of Meeting. All meetings shall be held at such places in Washington County, Wisconsin, as the Board of Directors may designate, or, meetings may be held virtually.

Section 2.06. Proxies. At all meetings of members, each member may vote in person, electronically (remotely, via electronic means), or by proxy. All proxies shall be in writing and filed with the Secretary prior to the start of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit or the termination of his interest therein.

Section 2.07. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article II, Section 2.03 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the secretary of the Association in order to be counted. Ballots may be delivered to the secretary via email or other electronic means. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE III

BOARD OF DIRECTORS

Section 3.01. Number. The affairs of this Association shall be managed by a Board of Directors who are owners of units of this Association. There shall be seven (7) directors.

Section 3.02. Term of Office. At the annual meeting the members shall elect directors for three (3) year terms. The terms of the directors shall be staggered so that at least 1/3 of the directors are elected each year (3 elected in one year, followed by 2 elected in each of the next 2 years).

Section 3.03. Removal. Any director may be removed from the Board, with or without cause, by vote of three-fourths (3/4) of the directors or by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, the successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3.04. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.05. Action taken without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Such written approval may be given by email or other electronic means. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

Section 4.01. Nomination. Nominations shall be made by a Nominating Committee of three (3) voting members. Nominations may be made from the floor at the annual meeting. Except as provided above, the Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4.02. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to any vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.03. Limitations. Not more than one Director shall be elected to the Board from any one building or cluster of the Project unless no other person as owner of another building or cluster will accept a position on the Board.

ARTICLE V

MEETING OF DIRECTORS

Section 5.01. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place (whether physical or virtual) and hour as may

be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, or as otherwise determined by the Board.

Section 5.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 5.03. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01. General. The Board of Directors shall have the power to:

- A. Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations," sometimes also referred to as "Common Practices"), governing the use and occupancy of the Homes; the use of the Common Areas and Facilities; the conduct of the Home Owners, Home Occupants and their guests; and, to establish penalties for the infraction thereof; provided, however, any portion of such Rules and Regulations may be amended or rescinded by the voting membership representing seventy-five percent (75%) of the Homes at any annual or special meeting, provided written notice thereof shall be given to all members at least ten (10) days before the date of such meeting.
- B. Suspend the voting rights and right to use the recreational facilities, including the pool and clubhouse of the Project of any Home Owner, Home Occupant, or their guests during any period in which such member shall be in debt in the payment of any assessment levied by the Association or in arrears of monthly dues for any period of time as determined by the Board for infraction of the Rules and Regulations after notice and a hearing before the Board of Directors.
- C. Exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the ACT, the Declaration and the Articles of Incorporation.
- D. Employ a manager, managing agent, independent contractor and such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.
- E. Cause to be kept a complete record of all of its proceedings and its corporate activities, and to present a statement or summary thereof to the membership at the annual meeting, or at any special meeting upon the request of one-fourth (1/4) of the Home Owners.

- F. Prepare an annual budget for the Project at least thirty (30) days before the Annual Meeting, which shall show the estimated income and receipts of the Association, and the estimated expenses of the Association for wages, salaries, maintenance, repairs, supplies, insurance, fuel, power and other common facilities and for other Common Expenses which will be required to properly maintain the Project or any portion thereof, as provided in the Declaration; together with a reasonable amount considered by the Board of Directors to be necessary for a Reserve for contingencies, replacements and improvements.
- G. Fix the amount of the regular monthly assessments against based upon such annual Budget.
- H. Furnish each Unit Owner, at least ten (10) days prior to the Annual Meeting, a summary of the Condominium Budget and of the regular monthly assessments to be made against each Home.
- I. Foreclose the lien against any Home for which assessments are not paid when due, or to bring an action at law or in equity against the Home Owner personally obligated to pay the same.
- J. Issue, or to cause an appropriate officer to issue, upon request by any owner or owner's agent, a certificate setting forth whether or not any assessment has been paid with respect to that owner's unit and obligation. A reasonable charge, not to exceed Ten Dollars (\$10), may be made by the Board for the issuance of such certificate.
- K. Procure and maintain adequate liability, hazard and other insurance on the property and facilities of the Project as authorized in the Declaration.
- L. Cause all officers or employees having financial responsibilities to be bonded, as it may deem appropriate.
- M. Establish, in its discretion, reasonable fees and procedures for the use of the recreational facilities constituting part of the Common Areas.
- N. Cause the Common Areas to be adequately maintained.
- O. Cause the grounds, trees and shrubs of the Project to be properly maintained and landscaped.
- P. Cause the driveways, sidewalks and outdoor parking areas to be kept in good repair and free of snow and other obstructions.
- Q. Provide adequate trash, rubbish and waste disposal or removal facilities.
- R. Authorize the establishment of concessions and convenience activities, as provided in the Declaration.

- S. Provide lawn and recreational facilities and equipment as a part of the Common Areas.
- T. Cause the hallways, lobbies, entrances, exits and basement areas to be kept clean, uncluttered, properly decorated and free of loitering or boisterous activities.
- U. Cause the exterior of the buildings to be adequately maintained.
- V. Levy, in its discretion, a special assessment, once in each fiscal year. The Board may also levy any assessment for maintenance of a cluster or building (such as painting) after providing advance notice to the affected Unit Owners. Any additional association-wide assessment may not be levied until:
 - 1. A written statement setting forth the reasons for and the estimated amount of the funds required, the assessment against each Home, and the date or dates of payment, shall be given to the Home Owners with the notice of the special meeting to consider such special assessment.
 - 2. Approval of such special assessments by the voting membership representing a majority of the homeowners voting at the special meeting.
- W. Designate, from time to time, by resolution, one or more banks to act as depository for the funds of the Association.
- X. Establish procedures for the approval of all disbursements from the Association's fund and for the regular audit of the books and records of the Association.
- Y. Request an annual audit of the Association books to be made by a public accountant at the completion of the fiscal year.
- Z. Determine the salary, if any, for the Secretary and the Treasurer of the Association.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 7.01. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.02. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 7.03. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless the officer resigns, is removed, or otherwise is disqualified to serve.

Section 7.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.05. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect, on the date specified in the letter of resignation.

Section 7.06. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.07. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.04 hereof.

Section 7.08. Duties. The duties of the officers are as follows:

- A. President. The President shall preside at all meetings of the Board of Directors; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign promissory notes.
- B. Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.
- C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and to provide for the delivery of a copy of each to the members. Treasurer, with the Board's knowledge and permission, will research and establish any investments that will profit the Association.

ARTICLE VIII

COMMITTEES

Section 8.01. The Board of Directors shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes and to provide for the proper operation of the Project.

ARTICLE IX

COMMON EXPENSES

Section 9.01. Common Expenses. The Association, acting through its Board of Directors, shall manage, operate and maintain the Project for the benefit of the Homes and the owners shall enforce the provisions of the ACT, the Declaration and these By-Laws, and shall pay out of the common expense fund the following:

- A. The cost of regularly maintaining the grounds constituting the common areas, including cutting of grass, care of shrubs and trees, and fertilization of such areas.
- B. The cost of snow removal from all of the sidewalks and parking areas and private drives of the Project.
- C. The cost of providing garbage, rubbish and trash collection.
- D. The cost of providing water, sewer, electrical, gas and other utility services for the common areas project, except to the extent that any part of the same are separately metered or billed to each Home or Building.
- E. The cost of fire and extended liability on the Project and the cost of such other insurance as the Association may effect.
- F. The cost of the services of the management and maintenance personnel or independent contractors as the Association shall consider necessary for the operation of the Project.
- G. The cost of providing such legal and accounting services as may be considered necessary to the operation of the Project.
- H. The cost of acquiring, painting, maintaining, replacing, repairing, operating and landscaping the Common Areas as the Board of Directors shall determine are necessary and proper.
- I. The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the proper operation and use of the Common Areas.

- J. Any amount necessary to discharge any lien or encumbrance levied against the Project, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the Common Areas rather than the interest of the owner of any individual Home.

Section 9.02. Cluster or Building Expenses. The Association may charge to the Unit Owners of affected Clusters or Buildings the charges for maintenance or repairs exclusive to that Cluster or Building:

- A. The cost of maintaining or replacing the partition fences between Clusters or Buildings may be divided and assessed to the unit owners of the affected Cluster or Building.
- B. The cost of the exterior painting, maintenance or repair of any Building or Cluster, in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to preserve the appearance or value of the Project or is otherwise in the interest of the general welfare of all owners of the Homes; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and reasonable written notice to the owners of the Homes in the Buildings or Clusters affected.
- C. The cost of any painting, repairs or replacement of any of the structures, including the driveways, roof, basements/foundation walls, parking areas, and walks and stairways used exclusively by the Home owners in any Building or Cluster, shall be assessed against the Homes in such Building or Cluster.

ARTICLE X

OWNER OCCUPANCY / LEASING RESTRICTIONS

Section 10.01. All Units are subject to the following leasing restrictions.

(a) Units must be occupied by the title owner of the Unit (the “Owner Occupancy Requirement”). An exception to the Owner Occupancy Requirement is granted to the current Unit Owners (those that own a unit at the time of the adoption of these Amended and Restated Bylaws, hereinafter referred to as the “Grandfathered Units”). The Grandfathered Units will be allowed to lease their Unit in compliance with the leasing regulations below, up to a maximum of 14 Units being rented at one time. If 14 Units are rented and a Grandfathered Unit wishes to rent, the Grandfathered Unit will be placed on a waitlist to be kept by the managing agent. When the Grandfathered Units are sold, conveyed, or title otherwise transferred, upon such sale, conveyance, or transfer, the Grandfathered Units will be subject to the Owner Occupancy Requirement. All unit purchasers after the date these Amended and Restated Bylaws have been adopted will be subject to the Owner Occupancy Requirement. For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner’s immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial

ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. In no event will the Owner Occupancy Requirement apply to the Association, where the Unit is acquired by foreclosure of the Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

(b) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of these sections and allow a Unit to be leased upon request of a Unit Owner (both Grandfathered and non-Grandfathered) if it determines, in its sole discretion, 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. If any Unit Owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(c) Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

- 1) The term of any such lease shall not be less than six (6) months;
- 2) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;
- 3) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the By-laws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and
- 4) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the By-laws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the By-laws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.
- 5) The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the By-laws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of

this Declaration, the Articles, the By-laws, and the Rules and Regulations; and the past use by tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

(d) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited.

ARTICLE XI

BOOKS AND RECORDS

Section 11.01. The books, records and papers of the Association shall be subject to inspection by any Home Owner at reasonable times after written request by the Home Owner. The Declaration, Articles of Incorporation, the By-Laws, and the Rules and Regulations shall be available for inspection by any Home Owner, where electronic copies may be made available and hard/paper copies may be purchased at reasonable cost, at a place designated by the Board of Directors.

ARTICLE XII

CORPORATE SEAL

Section 12.01. The Association shall have no corporate seal.

ARTICLE XIII

AMENDMENTS

Section 13.01. These By-Laws may be amended by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes.

ARTICLE XIV

CONFLICT

Section 14.01. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in case of any conflict between the ACT or the Declaration and these By-Laws, the ACT or the Declaration, as the case may be, shall control.

ARTICLE XV

FISCAL YEAR

Section 15.01. The fiscal year of the Association shall begin on the first day of June and end on the 31st day of May of every year.

These By-Laws were adopted November 29, 2021