

**BY-LAWS OF
MILLER JUNCTION ESTATES CONDOMINIUM ASSOCIATION, INC.**
(Revised 12-12-12)
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**BY-LAWS OF
MILLER JUNCTION ESTATES CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
Name and Purpose**

Pursuant to the Articles of Incorporation of MILLER JUNCTION ESTATES CONDOMINIUM ASSOCIATION, INC., and the Condominium Declaration, and first and second amendments, for MILLER JUNCTION ESTATES CONDOMINIUM recorded in the Office of the Register of Deeds for Dunn, Wisconsin (hereinafter "Declaration"), the following are adopted as the By-Laws of MILLER JUNCTION ESTATES CONDOMINIUM ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association"), which is a non-profit non-stock corporation formed and organized to serve as an association of the Unit Owners who own real estate and improvements (hereinafter the "Property") under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors, and assigns.

**ARTICLE II
Members, Voting and Meetings**

2.1 Members. The rights and qualifications of the members are as follows:

a. Defined. Members of the Association shall be all unit owners, and members shall have one vote for each unit owned. Every unit owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his or her ownership of such unit ceases for any reason, at which time his or her membership in the Association shall automatically cease.

b. One Membership and Vote Per Unit. One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. The vote pertaining to the unit may be shared pro rata among the owners, but unanimous agreement is conclusively presumed if anyone of them purports to cast the one vote without protest being made promptly by any of the others to the person presiding over the meeting or until any one of the multiple owners files a statement with the Secretary stating that thereafter votes must be cast pro rata.

c. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit and the address to which notice of meetings of the Association shall be sent. Only the persons shown in the Membership List shall be entitled to cast a vote in person or by proxy.

d. Transfer of Membership. Each membership shall be appurtenant to the unit upon

which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

2.2 Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 Acts by Majority. The act of majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Wisconsin Condominium Law.

2.4 Time, Place, Notice, and Calling of Members' Meetings. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all unit owners, to each member at this address as it appears on the books of the Association and shall be mailed or personally delivered not less than then (10) days nor more than sixty (60) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Executive Committee.

2.5 Members Meetings. Member meetings shall be held prior to December 31 of each year for the purpose of electing officers and/or transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Executive Committee and must be called by such officers upon receipts of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III **Executive Committee**

3.1 Powers and Duties of the Executive Committee. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Executive Committee. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

3.2 Election and Term of Executive Committee Officers. The three principal officers of the Executive Committee shall be a President, Vice-President/Secretary, and Treasurer, to be elected by majority vote of Association owners. Only those unit owners who have owned and occupied a unit for at least one (1) year may serve as an officer of the Executive Committee. The President and Treasurer each serve for three year terms. Whereas, the Vice President/Secretary will serve for a period of two years.

3.3 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and shall count votes at meetings of the Association. The President shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.

3.4 Vice-President/Secretary. The Vice President/Secretary shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Treasurer shall do so on an interim basis. The Secretarial role shall keep the minutes of all Executive Committee and Association member meetings, and shall have charge of the Association's non-financial records, and shall, in general, perform all duties incident to the office of the Secretary.

3.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The treasurer shall submit financial statements to Association members at designated meetings.

3.6 At-Large Committee Members. The Executive Committee may appoint members at-large to handle specific issues and special projects.

3.7 Liability of Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken as an officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he/she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he/she may be entitled as a matter of law. The Association shall provide officers' liability insurance in such amounts and with such coverage as may be necessary or advisable from time to time.

3.8 Service of Officers. An officer of the association who is absent from two consecutive meetings of the officers of the association without prior arrangement and consent of a majority of the officers shall be deemed to have resigned his or her office.

3.9 Quorum for Executive Committee Meetings. A quorum for Executive Committee meetings shall consist of two (2) votes.

Article IV Operation of the Property

4.1 The Association. The Association, acting through the Executive Committee, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Executive Committee, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of ten thousand dollars (\$10, 000) or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or a managing agent with respect to the administration and operation of the condominium.

4.2 Policies and Rules. The Association, through the Executive Committee, shall from time to time adopt policies and rules governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants. Such policies and rules of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such policies and rules. A violation of any such policies and rules shall constitute a violation of the Declaration. The Association through its Executive Committee shall designate such means of enforcement thereof as it deems necessary and appropriate. Policies and rules may be adopted, altered, and amended or repealed by either the members of the Association or the Executive Committee, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided that no policies and rules adopted by the members shall be amended or repealed by the Executive Committee. The Executive Committee **MUST** approve all policies which become management procedures. A rule is **NOT** a policy but a quick guide for action. A straw poll is considered a rule.

4.3 Common Expenses. The Executive Committee shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the Condominium as set forth in the Declaration. The assessments shall generally be made on an annual basis and shall be prorated and due and payable quarterly. If not paid on or before the due date, the assessments shall bear interest at the rate of twelve percent (12%) per annum until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure

action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Executive Committee.

4.4 Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of maintenance and repair of the common elements, management services, insurance, common services and utilities, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event that the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums, as may be required in addition to the operating fund, may be charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, or at the discretion of the Executive Committee, may levy further assessments (s) against the unit owners. Annual dues are determined by the Executive Committee.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owners or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The Executive Committee may also use the reserve fund for the maintenance and repair, although the obligation of the unit owner is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefore.

The annual budget shall be prepared and determined by January 1st of each calendar year. The Executive Committee shall endeavor to advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common assessments are based to each member. The fiscal year is January 1st to December 31st.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Executive Committee protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such assessments, then the Executive Committee shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and corresponding assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and corresponding assessments have not been established and made for any two preceding years, then the budget and corresponding assessments may not be revised downward until two years of experience exist.

4.5 Default and Liens. All assessments, until paid, together with interest and actual costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the common elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Executive Committee, in the name of the Association, may file the liens therefore and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a unit against which alien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

4.6 Sheds for the Four Units without Basements (APPROVED March 22, 2017)

- a. Owners are required to submit a request with plans of the proposed Shed.
- b. Owners are required to get the necessary permits from the City of Menomonie.
- c. Owners are required to call Digger Hot Line 811.
- d. Shed size may not exceed 200 square feet in size.
- e. Sheds are to be placed and landscaped so the mowers do not have to go between the sheds and the patios. This depends on the marking of utilities by Digger Hot Line.
- f. Sheds must be an earth tone color that blends in with existing homes.
- g. Sheds must be insured by the unit owner and not the Condominiums insurance policy.
- h. Sheds are owned by the unit owner and NOT Miller Junction Estates Condominium Association, Inc.
- i. Sheds must be anchored down to satisfy the City of Menomonie.
- j. Sheds may not be used for any type of:
 1. Business
 2. Mother-in-laws cottage
 3. Spare bedroom
- k. Sheds are to be used for storage and or work room for the owners only.
- l. If a homeowner removes their storage shed any repairs to the lawn will be at their expense.

ARTICLE V
Repairs and Maintenance

5.1 Individual Units. Each unit owner, at his or her sole expense, shall be responsible for keeping the interior of his or her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each unit owner must perform properly or cause to be performed all maintenance and repair work within his or her own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining unit owners, as the case may be, for any damages caused by his or her failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment

(including compressor and associated equipment), dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the unit or the limited common elements appurtenant to the unit.

5.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the common and limited common elements and facilities and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual unit owners are responsible therefore as provided hereinafter with respect to limited common elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense -- unless necessitated by i) the negligence or misuse of an owner's unit, ii) faulty original construction of an owner's unit, or iii) installation of substandard materials in the original construction of an owners' unit, in which case such expense shall be charged and specially assessed to such unit owner -- for accomplishment of the following specific items of maintenance and repair with respect to the common and limited common elements:

--All painting, repairing, restoration, maintenance, and decorating of building exteriors, walls and roofs, but not including patios and decks, and including exterior doors, windows and screens, but not including replacement of glass or screening;

--General repair, maintenance, repair or replacement of exterior fixtures including gutters, downspouts and mailboxes;

--Lawn care, including landscaping, fertilizing, weed control, grass cutting, edging and trimming, but not including watering until such time that a common lawn sprinkler system may be installed; pruning and trimming of shrubs, plants and trees in the limited common elements appurtenant to an owner's unit is the responsibility of the owner.

--Maintenance, repair, replacement or restoration of Hils Court street, unit walks, and driveways;

--Repair and maintenance of front yard exterior lights and associated equipment;

--Snow and ice removal of Hils Court street, unit walks, and driveways.

5.3 Additional Components. It is the home owner's responsibility to maintain and repair, if necessary, any additional components to their unit not initially included in the original construction of the unit, such as outside screen doors, sun domes, etc.

5.4 Home Exterior Modification. Any owner modification of home exterior, drive or common ground requires the completion of the Home Owner's Proposal to Modify Home Exterior, Drive, or Common Ground which will be submitted to the Executive Committee for action (see attached form.)

5.5 Limited Common Elements. Each unit owner, at his or her sole expense, shall be responsible for keeping the limited common elements appurtenant to his or her unit, as defined in

the Declaration, in a good, clean, sanitary, and attractive condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the limited common elements without the prior written consent of the Executive Committee of the Association. Every unit owner shall have the right to decorate the limited common elements appurtenant to his or her unit in a nonstructural manner provided that decorations, which are visible to other units or to the public, shall have the prior written approval of the board of the Executive Committee of the Association.

5.6 Association Services. The Association may provide any service or maintenance requested by a unit owner or owners with respect to individual units or limited common elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefore.

ARTICLE VI Duties and Obligations of Unit Owners

6.1 Policies and Rules. The units, common elements and facilities, and limited common elements (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the original Declaration, first and second amendments of the Declaration, the Articles of Incorporation, these By-Laws, and policies and rules of the Association, including the following:

a. Occupancy Restriction Based on Age, Rationale. The Miller Junction Estates Condominium Association is designed, operated, and maintained for the use and benefit, and to meet the social and physical needs of persons 55 years of age or older. As such, every person who lives in any residence should be an adult. For purposes of this restriction an "adult" is a person 55 years of age or older. Also, for purposes of this restriction, persons under the age of 45 years are considered non-adults and are not permitted to occupy on a permanent basis a residence in the Miller Junction Estates Condominium Association as an owner or lesser.

The Second Amendment to the Declaration includes restrictions on occupancy of units based upon age. It is intended that not less than eighty (80) percent of the units shall be occupied by at least one (1) person who is fifty five (55) years of age or older.

b. Occupancy Restriction Based on Age. Not less than eighty percent (80%) of the Units shall be occupied by at least one (1) person who is fifty five (55) years of age or older. Not more than twenty percent (20%) of the Units shall be occupied exclusively by persons under the age of fifty five (55).

In order to maintain the age requirements of the Unit occupants, prior to leasing or selling a Unit, or otherwise transferring occupancy of a Unit, the Unit Owner shall submit a written request to the Association indicating the Unit Owner's intent to lease, sell or otherwise transfer occupancy. The Association shall then determine the current percentage of Units which are occupied by at least one person who is at least fifty five (55) years of age. If said percentage is eighty percent (80%) or greater, the Unit Owner shall be granted consent to lease, sell and/or otherwise transfer occupancy such that the Unit may be occupied without restriction based upon

age. If said percentage is not in excess of eighty (80%), the Unit Owner may only lease, sell or otherwise transfer occupancy of the Unit such that it will be occupied by at least one person at least fifty five (55) years of age or older.

Consent to lease, sell or otherwise transfer occupancy without restriction based upon age shall be determined on a time priority basis based upon the date and time of submission of the written request. The Executive Committee of the Association may establish and/or change, from time to time, time limits for such consents, such that, in the event a Unit Owner is granted consent to lease, sell or otherwise transfer occupancy without restriction based upon age, such consent shall expire if the lease, sale or other transfer of occupancy does not take place within such time period. Any establishment or change of a time limit shall apply to consents then existing or thereafter granted. Time limits for consents for the leasing of a Unit may be different than that for a sale. Variances may be granted to any time limits so established based upon extenuating or unusual circumstances. If a time limit is in effect, a contract entered into by a Unit Owner for the lease, sale or other transfer of occupancy within the time period shall be deemed to extend the time period, as to such contract only, so as to provide for the performance of such contract. Any consent granted shall expire upon the earlier of the expiration of the established time period or the actual transfer of occupancy of the Unit.

There shall be no transfer of occupancy of any Unit unless the foregoing provisions of this section are complied with, unless the transfer of occupancy results in the Unit being occupied by at least one person who is at least fifty five (55) years of age.

Upon the lease, sale and/or other transfer of occupancy of any and every unit, and at any time thereafter upon demand by the Association, the Unit Owner shall supply to the Association written evidence, in a form satisfactory to the Association, of the identity and age of either the oldest person occupying Unit, or of at least one person occupying the Unit who is at least fifty five (55) years of age.

c. Use. No unit owner shall occupy or use his or her unit on the limited common elements appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's immediate family or the owner's lessers or guests. Guests are permitted for a maximum of thirty (30) cumulative days unless approved in writing by prior consent of the Executive Committee.

The maximum permanent occupancy of any dwelling unit shall be three (3) persons, all of whom are related or domestic partner. Finally, no trade or business shall be conducted on the condominium property or from any unit unless approved in writing by prior consent of the Executive Committee.

d. Leasing. Unit owners may lease or otherwise make available for use, the unit they own provided a) the term of the lease is at least six (6) months, b) all occupants of the leased or used unit are legally related (or domestic partners) c) at least one of the occupants is fifty-five (55) years of age or older, d) there are no more than three occupants, and, e) no pets are kept at the unit. Unit owners are responsible for providing unit occupants with a copy of the By-laws and insuring that all unit occupants observe Miller Junction Estates Condominium By-laws, and do

not cause, or permit to be caused any unreasonable disturbance or nuisance. All unit owners and lessors must sign and verify that they have read and understood the By-Laws. The Executive Committee reserves the right to rescind at any time the option of unit owners to lease or otherwise to make available for use the units they own when occupants of such units fail to abide by the By-laws. All leasing agreements are subject to paragraph 10 of the Miller Junction Estates Condominium Declaration relative to Declarant Right to Lease.

e. Animals. No animals of any kind, including livestock and/or poultry, shall be raised, bred, or kept on the Property, except that each Living Unit may keep pets which may include domesticated dogs, cats or birds, provided that they are not kept, bred, or maintained for any commercial purposes and further provided that the adult weight of any pet cannot reasonably be anticipated to exceed fifty (50) pounds. The combined number of all pets per unit shall not exceed two (2). All pets, including pets of visitors, shall be confined by means of leash, cage or other containment, while outside the Dwelling Unit. Occupant of the Living Unit in which the pet resides shall immediately remove any pet excrement outside the Dwelling Unit. Homeowners are responsible for enforcing this policy regarding pets of visitors. No pet shall be permitted that, as determined by the Executive Committee, causes an unreasonable nuisance or disturbance.

f. Parking. Each unit in MILLER JUNCTION ESTATES CONDOMINIUM shall be assigned the outdoor parking space immediately outside their respective garage, as referenced in the limited common area. With the exception of passenger cars owned by unit owners that are parked temporarily in an owner's driveway, no motorized vehicles, boats, campers, trailers, recreational vehicles, commercial vehicles, motor cycle, motor bikes or other vehicles of **any** sort shall be stored or parked, even temporarily, in surface parking areas. In addition, a winter parking restrictions policy is enforced on all days and at all times, and is designed to help promote personal safety and allow for efficient snow removal. Parking is prohibited in the cul-de-sac and in driveways anytime two (2) or more inches of snow is forecast or has accumulated and not been removed. Violator's cars may be towed at owner's expense.

g. Snowmobiles and Motorcycles. The operation of any and all motorized vehicles, such as snowmobiles, motorcycles, motorbikes, and any other motorized vehicles (excepting only lawn mowing and yard care equipment when used for intended purposes) is prohibited upon common elements of MILLER JUNCTION ESTATES CONDOMINIUM; including all of the walks and roadways within MILLER JUNCTION ESTATES CONDOMINIUM; with the exception of temporary visitors.

h. Obstructions. There shall be no obstruction of the commons.

i. Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the commons, which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his or her unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons.

j. Signs. No signs of any kind, including political signs, shall be displayed to the public

view on or from any unit or the commons, excepting reasonable signs showing a unit "for sale" and the MILLER JUNCTION ESTATES Association sign, without the prior written consent of the Executive Committee

k. Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

l. Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common elements and facilities, except upon the written consent of the Executive Committee.

m. Yard lights. Due to the absence of street lights, yard lights are equipped with sensors to facilitate automatic dusk-to-dawn illumination for safety and security. **Unit owners are responsible for keeping yard lights powered at all times.**

n. Garbage bags. Garbage bags containing perishable items and left at curbside for trash pick-up must be kept in animal-proof garbage cans with lids securely attached.

o. Enforcement. The foregoing policies and rules adopted by the Association, shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than \$50 per violation to be charged and assessed against the owners of units who violate or whose guests or unit occupants violate such policy and rules. Such fines shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.

Article VII General

7.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

7.2 Address. The mailing address of the Association shall be Box 16, 2526B Hils Court, Menomonie, WI 54751.

Article VIII Amendments

8.1 By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes in the Association.

8.2 Rights of Declaring. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

ARTICLE IX
Miscellaneous

9.1 Record of Ownership. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him of such unit or other evidence of his or her title thereto, and shall file any lease with and present such other evidence of his or her title to the Executive Committee, and the Secretary shall maintain all such information in the Membership List of the Association.

9.2 Mortgages. Any unit owner who mortgages his or her unit or any interest therein shall notify the Executive Committee of the name and address of his or her mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

9.3 Statement of Assessments. The Executive Committee or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such request is received.

9.4 Indemnity of Officers. Every person who is or was an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his or her being or having been such officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceedings to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his or her duty as such officer in relation to the matter involved. The Association, by its Executive Committee, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his or her capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers or employees may be entitled as a matter of law. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason of arising out of or in connection with the foregoing indemnification provision shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article XI contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit.

9.5 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws

of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as in the Decelerator or said Condominium Ownership Act.

9.6 Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof, which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Executive Committee to conduct or engage in any active business for profit on behalf of any or all of the unit owners.