

# Bylaws of The Pond in the Falls Homeowner's Association



**BYLAWS  
OF  
THE POND IN THE FALLS HOMEOWNERS ASSOCIATION**

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**BYLAWS  
OF  
THE POND IN THE FALLS HOMEOWNERS ASSOCIATION**

**ARTICLE I. NAME AND PURPOSE**

**1.1 Purpose.** The following terms, conditions and provisions are adopted as the Bylaws of The Pond in the Falls Homeowner's Association (hereinafter referred to as the "Association"), to serve as an association of unit owners who own real estate and improvements (hereinafter referred to as the "Property") under the condominium form of use and 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, as such laws and Declaration may be amended from time to time. The term "Property" shall have the same meaning as used in the Wisconsin Condominium Ownership Act.

**1.2 Persons Subject to Bylaws.** These Bylaws shall be deemed covenants running with the land and shall govern and be binding on all individual and joint unit owners, mortgagees and other encumbrances' and their respective heirs, administrators, personal representatives, lessees, successors, and assigns, as well as all other persons occupying or having any legal or equitable interest in the Property in any way whatsoever and all licensees, invitees, employees, agents, servants and guests of any of the foregoing.

**1.3 Definitions: Reference to Declaration.** The terms defined or referenced in the Declaration are hereby adopted for these Bylaws.

**ARTICLE II. MEMBERS, VOTING AND MEETINGS**

**2.1 Members.** Each unit owner, and only a unit owner, shall be a member of the Association.

- (a) **Defined.** Each unit owner shall have one membership and one vote for each unit owned. All joint owners of a unit shall be entitled to one collective membership for that unit, in which they shall each have the same type of partial membership interest as their tenancy or estate in the unit. Every unit owner upon acquiring title to the unit 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) **Membership List.** The Association shall maintain a current membership list showing the membership pertaining to each unit. Only one person from each unit will be entitled to cast a vote in person or by proxy.

- (c) 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. A transferee shall notify the Association, through its Secretary, of the date of transfer, name of the person who will be allowed to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make changes to the membership list effective as of the date of transfer.

**Quorum and Proxies for Members' Meeting.** A quorum for members' meetings shall consist of two-thirds (2/3) majority vote in accordance to the Wisconsin Condominium law of the votes entitled to be cast. Votes may be cast in person or by proxy in accordance with the membership list. Unless a greater percentage is required under these Bylaws or applicable law, the act of a majority of votes presented in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, 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.

**2.2 Time, Place, Notice, and Calling of Members' Meetings.** Written notice of all meetings of members, stating the time, place and the purpose for which the meeting is called, shall be given by the President or Secretary, unless waived in writing, to each member at his or her address as it appears on the books of the Association, and shall be mailed, emailed or personally delivered not less than five days nor more than thirty 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 Board of Directors. The annual meeting shall be held during the month of May each year for the purpose of electing directors, adopting the annual budget and for 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 a majority of the Board of Directors, and must be called by the President upon receipt of a written request signed by members with one-third or more of all votes entitled to be cast.



### **ARTICLE III. BOARD OF DIRECTORS**

**3.1 Powers and Duties of the Board.** The affairs of the Association shall be governed by the Board of Directors (hereinafter referred to as the "Board"). All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, these Bylaws and applicable law.

**3.2 Number of Directors.** The Board shall consist of not more than seven persons and not less than five persons, with the number at any given time to be determined by the Board or the members of the Association at an annual or special meeting. All Board members must be a resident unit owner and in good standing with the Association.

**3.3 Election and Terms of Directors.** Upon adoption of these Bylaws, the Board shall consist of five minimum to a maximum of seven members and must be an odd number. Cumulative voting shall not be allowed when electing directors. The length of the elected directors' terms shall be determined by assigning three-year term to those one-third of the elected directors who received the greatest number of votes, two-year term to those one-third of the directors who received the next-greatest number of votes and a one-year term to the remaining director or directors. Thereafter, the members shall elect the number of directors whose terms expire at the time of the annual meeting.

**3.4. Vacancies on Board.** Vacancies on the Board caused by any reason other than the removal by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until his or her successor is elected at the next annual meeting of the members.

**3.5 Removal of Directors.** At any regular or special meeting duly called, any one or more of the directors may be removed with cause by a majority of the votes of the members cast at the meeting and a successor may then or at a special meeting thereafter be elected to fill the vacancy thus created.

**3.6 Regular Meetings and Notice.** Meetings of the Board may be held at such times and places as determined by the Board. The meeting agenda will be sent to all unit owners prior to the meeting by email or personally.

**3.7 Special Meetings and Notice.** Special meetings of the Board may be called by the President or by one-third of the directors, on three days' prior written notice to each director given personally, by mail or email which notice shall state the time, place and purpose of the meeting.

**3.8 Waiver of Notice.** Before, at or after any meeting of the Board, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof, unless such director delivers to the Board a written

objection at the commencement of the meeting. Except as otherwise provided in the preceding sentence, if all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

**3.10 Action Without a Meeting.** Any action required or permitted by the Bylaws or any applicable law to be taken by the Board of Directors at a Board meeting may be taken without a meeting if one or more written consents, setting forth the action so taken, shall be signed by all of the directors entitled to vote on the subject matter of the action and retained in the Association's records. Action taken pursuant to such written consent shall be effective when the last director signs the consent or upon such other effective date as is specified in the consent.

**3.11 Committees.** The Board may create and appoint members to one or more committees with such purposes, restrictions and limitations as the Board shall specify. In each case, the membership of a committee shall at all times include at least one director. Each committee shall, unless otherwise provided by the Board, serve at the pleasure of the Board. Subject to any limitations, restrictions and rules imposed by the Board, each committee shall fix its own rules governing the conduct of its activities and shall make such reports of its activities to the Board as the Board may request.

**3.12 Fidelity Bonds.** The Board will require that the treasurer and/or employees of the Association handling or responsible for the Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

**3.13 Audit.** An audit shall be conducted by an outside party hired by the Board every two years or as deemed necessary.

#### **ARTICLE IV. OFFICERS**

**4.1 Designation, Election and Removal.** The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause and his or her successor shall then, or at a special meeting thereafter, be elected. Any two or more offices may be held by the same person except the office of President. There may be only one board member from a unit.

**4.2 President.** The President shall be selected from among the members of the Board and shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. He or she shall have all of the general powers and duties which are usually vested in the office of the President, including but not limited to, the power to



sign, together with any other officers designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association.

**4.3 Vice President.** The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board.

**4.4 Secretary.** The Secretary shall keep the minutes of all meetings of the Board and of the Association, shall count votes or oversee the counting of votes when Association member or members are appointed to count the votes at meetings of the Association, shall have charge of the Association's books and records and shall, in general, perform all duties incident to the office of the Secretary. This position can be a non board member

**4.5 Treasurer.** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He or she shall be responsible for the deposit of all monies and all valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall also be responsible for the billings and collection of all common charges and assessments made by the Association.

**4.6 Liability of Directors and 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 by him or her as a director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used in the circumstances in the conduct of his or her own affairs, or 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 or she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

**4.7 Compensation.** No director or officer of the Association shall receive any fee or other compensation for services rendered to the Association unless by specific resolution of the membership. The treasurer will receive a \$100.00 reduction per month of the association dues, the difference will be paid by the Treasurer to the association.

## **ARTICLE V. OPERATION OF THE PROPERTY**

**5.1 The Association.** The Association, acting through the Board, shall be responsible for the administration and operation of the Property in accordance with the Declaration, these Bylaws and applicable law. The Association may contract and/or employ personnel for management and other services with respect to the administration and operation of the Property.

**5.2 Rules and Regulations.** The Association, through the Board, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common areas and facilities by the unit owners and their respective renters, guests and other occupants or users of the property. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration and shall be designed to facilitate and encourage the peaceful and harmonious use and enjoyment of the respective units and common area by the unit owners for the benefit of a majority of the unit owners, and to further preserve the property value of the units and the common area, all as the Board in its discretion may determine. The Association members, lessees, agents, licensees, invitees, guests, and other occupants and users of the Property, shall conform to and abide by all such rules and regulations. The Association through the Board shall designate such means of enforcement thereof as it deems necessary and proper, including, without limitation, the imposition of forfeitures, penalties or other charges against the unit owners. The rules and regulations may be altered, amended or repealed by a majority vote of the Board or by a majority vote of the unit owners.

**5.3 Common Expenses.** The Board shall determine the common expenses of the Association and shall prepare an annual operating budget for the Association for the purpose of determining the amount of the common charges 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 and charged 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 Property as set forth in the Declaration. The common charges shall be prorated and paid monthly by the unit owners to the Association on or before the first day of each month or in advance, at the option of the Association. The unit owner has until the last day of the month to pay, after that date the dues will be considered delinquent and a fine will be assessed as in the Remedies for Violations section.

**5.4 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 with greater than annual frequency, such as amounts required for the costs of maintenance of the common elements, management services, insurance, common services, administration, materials and supplies. The Reserve Fund shall be used for expenses that arise or may arise on other than a regular basis or with less than annual frequency including, without limitation, expenses for maintenance, repairs, future construction or acquisition or replacement of capital improvements. If the Association incurs expenses that were not originally covered by the Operating Fund, then such additional required amount shall first be charged against the Reserve Fund. If both funds are deficient in amount to satisfy the necessary common expenses, the Board may levy a further assessment, which shall be charged to each Unit Owner in proportion to his or her ownership interest.

The annual budget shall be prepared and determined by May of each calendar year.



**5.5 Borrowing Money and Acquiring and Conveying Property.** The Association, by two-thirds vote of the unit owners, may borrow money and purchase or convey property and, in connection therewith, may direct any two officers of the Association to execute such documents in connection therewith as deemed necessary or appropriate by counsel for the Association.

**5.6 Default.** If a Member of the Association is in default in payment of any charges or assessments for a period of more than 30 days, the Board may, in the name of the Association, 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 with respect thereto as provided by law, and there shall be added to the amount due, the costs of the legal action, including the legal interest thereon and reasonable attorneys' fees.

**5.7 Vote of Unit Owner in Default.** No unit owner may vote at a meeting of the Association if the unit owner is considered delinquent.

**5.8 Insurance.**

- (a) By Association. The association shall obtain and continue in effect property insurance and public liability insurance insuring the full insurable value (replacement value) of the buildings, including exterior improvements such as patio decks, walkways, stoops and porches, as well as those portions of the units described as follows: interior walls, interior surfaces of perimeter walls and interior walls, floors, ceilings, windows, window frames, doors, door frames, all fixtures contained in said unit, including but not limited to attached cabinets, plumbing fixtures, heating and air conditioning plants, ducts and pipes, all electrical wiring, fixtures and outlets, all plumbing fixtures including toilets, sinks, pipes, faucets, water heater, bathtubs, showers, all interior surfaces such as paint, wallpaper, paneling, brick and tile. Insurance premiums for the property and public liability insurance coverage shall be a common expense to be paid by periodic assessments levied by the association. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against the unit owners, the association and their respective servants, agents and guests. In addition to the buildings containing the units, the association shall also insure any additional improvements to the common elements.

The amount of protection and the types of hazards to be covered shall be reviewed by the association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the association to conform to the requirement of full insurable value. Insurance premiums for the property and public liability insurance coverage shall be a common expense to be paid from Association dues.

- b) Destruction. In the event of partial or total destruction of any building and the other property insured by the association, and it is determined to repair or reconstruct such building and property in accordance with the provisions of the Declaration,



proceeds of such insurance shall be paid to the association to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear in the manner provided by Chapter 703, Wis. Stats.

- (c) By Unit Owner. It shall be the unit owner's responsibility to procure property and liability insurance for the personal property contained in his or her respective unit and any other contents contained therein, as well as any other personal liability insurance. Any unit owner may, at his or her own expense, provide additional insurance coverage on his or her improvements which does not duplicate any insurance provided by the association. Unit owners may be asked to provide proof or certificate of liability insurance to the Board, if requested. All unit owners are recommended to carry one million dollars of liability insurance. Per the advice of our insurance carrier.

## ARTICLE VI. DUTIES AND OBLIGATIONS OF THE UNIT OWNERS

**6.1 Rules and Regulations.** The units, Common Elements and Limited Common Elements (hereinafter in this Article VI sometimes collectively referred to as "Commons") shall be occupied and used in accordance with the Declaration, these Bylaws and the rules and regulations of the Association, including the following:

### DEFINITIONS:

The **COMMON ELEMENTS**, referred to, as "Commons" in this document, are the streets, lawns, trees and shrubs, ponds and exterior lighting fixtures.

The **LIMITED COMMON ELEMENTS**, includes balconies, patios, decks, entryways, sidewalks, gravel areas around the unit and driveways and the landscape within.

- (a) Use. No unit owner shall occupy or use his or her unit or the Limited Common Elements appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than residential purposes, except that a unit owner may carry on a trade or business that does not involve on-site sales or visitations by third parties on more than an occasional basis.
- (b) Obstructions. There shall be no obstruction of the Common Elements and facilities and nothing shall be stored therein without the prior written consent of the Association.
- (c) Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the Commons which will increase the rate of insurance of the Commons without the prior written 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.

- (d) Signs. Owners will be selling their units at some time, the owner or designated agent would be allowed to place a "For Sale" sign near the street of the unit, size not to exceed 24.5" x 31.5. (According to Wisconsin State Statute 703.105, the association cannot prohibit the US Flag or political signs of any party.)
- (e) Noxious Activity. No noxious or offensive activity shall be carried on in any unit or in the Commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.
- (f) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Commons and facilities except upon the written consent of the Association.
- (g) Pets. Each unit owner shall be allowed only indoor domestic pets and no more pets than are allowed by city of Sheboygan Falls City pet rule. The pet rules for Sheboygan Falls are on file with the Secretary. **Pets must be leashed at all times when they are outdoors.** Pick up and removal of pet waste in the "Commons" is the responsibility of the pet owner. Pet owners must supply their own bags for **immediate** removal of all waste matter, and dispose of such matter correctly. Pet owners must register the number and type of pets with the pet registry chairperson with proof of licensing with the City of Sheboygan Falls by March 1 of each year. If pet owners do not conform to this rule, a fine will be applied as noted in 6.1(v).
- i.) Do not feed pets that are not your own.
- (h) Trash. Trash must be placed where the unit owner's driveway or access street meets the street, lane or avenue the evening before at the earliest (if an owner will be out of town before the pickup day, ask if your neighbor can set your trash out on the correct time frame). In case there is a holiday on Monday or Tuesday, the trash will be picked up on Thursday of that week.
- (i) Decorations. Seasonal decorations may be displayed. Decorations cannot be adhered to the wood, siding or masonry of the unit. Nails or other objects that would puncture the aforementioned items are prohibited.
- (j) Vehicles and Parking.
- i.) No parking of a commercial or multi axle vehicle will be allowed (i.e. bus, transport vehicle, semi, RV, boats or trailer) in the driveway or on the lawns of any unit. No overnight parking of vehicles on any of the Ponds streets, lanes, avenues and common driveways (access road). Short term parking is allowed only one side of the street. On Mallard Avenue the parking will be on the south side of the road.
- ii.) The use of dumpsters and storage pods must be approved by the Board.
- iii.) No junk vehicle or other vehicle on which current registration plates are not displayed, no trailer, truck camper, house trailer, or boat may be kept on any "Commons" area for a period of more than 24 hours. Likewise, no repair or extraordinary maintenance of automobiles or other vehicles may be undertaken on



any of the "Commons." Minor vehicle repair work shall be permitted in emergency situations only, provided that the area is cleaned after a repair have been completed.

- (k) Clothes lines. Hanging clothes out to dry on an exterior clothes line is prohibited
- (l) Solar lights. Are allowed in the gravel area.
- (m) Ponds. Wading, swimming or ice skating in or on the ponds is expressly prohibited. Fishing is allowed in the ponds as a catch and release system. Only on certain approved weekends will retaining the fish will be allowed.
- (n) Landscaping. The unit owner must maintain the landscape area around their unit and driveway. This includes weeding, trimming, etc., except for fall trimming which will be handled by the Association. If you have questions or concerns about the landscape area contact the landscape committee.
- (o) Wasps and Hornets. The homeowner is responsible for the control of wasps and hornets. The Association will take care of the roofs from the gutters up if there is a problem.
- (p) Grills. Per Wisconsin law, grills cannot be used on second story deck, balcony or wood deck. Use grills 10 feet from structure.
- (q) Gazebo. Rules for the gazebo:
- The gazebo is for the use of unit owners and their guests.
  - If a unit owner wishes to plan an event using the gazebo, he/she must contact the board. A sign will be posted with the date and time the gazebo is reserved.
  - Nothing flammable is allowed in the gazebo and surrounding area.
  - No one is allowed in the gazebo after 10:00 p.m.
  - Noise must be kept to a minimum so as not to disturb unit owners
  - All items brought to the gazebo and surrounding area must be removed after the event, and by 10:00 p.m. on the day of use.
  - Unit owners and parents with small children should watch them carefully, so they do not wander too close to the pond or "Limited Common" areas or "Common" areas where they might disturb the surrounding unit owners.
- (r) Voting. Unit owners with unpaid fines or who are considered delinquent are not eligible to vote on any association matters.
- (s) Rental of Units.
- i.) If a unit owner has tried to sell his/her unit without success, for a period of six months he/she may rent his/her unit, with a lease/rental fee in the amount of \$300 per year per unit to be paid to the Association and is nonrefundable. Unit owners who are leasing their unit(s) at the time these bylaws are approved are not required to pay this leasing fee amount until they have a new renter leasing their unit. Lease or rentals must be by written lease and shall contain the following language:



*This lease incorporates by reference the Declaration and Bylaws of The Pond in the Falls Homeowners Association. Any security deposit required by the terms of the lease shall be for the benefit of the unit owner/landlord and /or the Association of the unit owners as their interest may appear. The lessee/renter by execution of the lease, acknowledges a receipt of a copy of the Declaration, Bylaws and any rules or regulations adopted pursuant to such condominium documents.*

- ii.) Short-Term Rental of Units. There will be no short-term rental of units.
- (l) Satellite and Antenna TV. Satellite and Antenna TV is allowed, however the location of the dish/antenna must be approved by the Board prior to installation. The attachment assembly must be a J-mount system. The complete cost of the satellite dish/antenna installation including the bracket is the responsibility of the homeowner or renter. Any damage caused by the dish/antenna or attachment will be the homeowner/renter's responsibility.
- (u) Conflict. The above rules and regulations and those which may be hereafter adopted by the Association are in addition to the Declaration and in the event of conflict, the Declaration shall govern
- (v) Remedies for Violations by unit owner or renter of a unit owner:  
A unit owner or renter of a unit owner who commits a violation is liable for any charges, fines or assessments imposed by the association as follows.  
First offense or violation \$100.00, second offense or violation on the same offense \$150.00, third offense or violation on the same offense \$200.00, and \$300.00 for each time after the third offense. This structure is for any offenses set forth in the bylaws, except rental of an owner's unit, which is covered separately. Fines are due "30 days after renter (owner) received notice." A \$100.00 late fee will be assessed unless the fine is paid by that time. If a renter commits a violation, they will be responsible to pay the fine, if the renter fails to pay the fine the homeowner will then be responsible to pay the association the fine.

**6.2 Maintenance and Repair of Units.** Every unit owner must perform properly, or cause to be performed properly, 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 the other owners, and such owner shall be personally liable to the Association for any damages caused by his or her failure to do so.

- (a) All maintenance, repairs and replacements due to wear and tear to the individual unit(s), including the limited common elements assigned thereto, shall be made by the individual unit owner unless otherwise provided herein, but such maintenance and repair shall not include structural alteration or repair to the building themselves. Included within the unit owner's responsibility for maintenance and repair are all windows, doors (exterior and interior), glass, appliances, if any, furnaces, air conditioners, hot water heaters, water softeners, plumbing fixtures connections, sinks and other plumbing within the unit, floor coverings, interior surfaces of walls, ceilings and floors, light fixtures, interior electric wiring, outlets and panels, smoke alarms, doorbells, locks, and lift stations. Each unit owner shall be responsible for all damages to any other unit or to the common or limited common elements facilities resulting from the misconduct, negligence or misuse of the

common or limited common elements of the facilities on the part of said unit owner.

- (b) Each unit owner shall be responsible for, and pay for any damage caused by the unit owner, its agents, invitees, guests and lessees to another unit(s), to the common elements or to the limited common elements resulting from the misconduct, negligence or misuse of the common elements or facilities by such owner, his agents, invitees guests and lessees. Any charge to a unit owner pursuant to this section shall be treated as a condominium assessment and shall be subject to same rights of the Association as to collection as any other condominium assessment.
- (c) All maintenance, repairs and replacements to and within the common elements, shall be undertaken by action of the Board of Directors and shall be charged to all units as a common expense. (i.e. siding, roofs, patios, decks, driveways sidewalks, streets, sump pump, all exterior) Unless necessitated by the negligence, misuse or neglect of its unit owner, agents, invitees, guests and lessees, in which case the expense for such maintenance, repair and replacement shall be charged to said unit owner(s).

**6.3 Limited Common Elements.** Every unit owner must maintain the Limited Common Elements appurtenant to his or her unit in clean and proper condition. Every unit owner shall have the right to decorate the Limited Common Elements appurtenant to his or her unit in a nonstructural manner

## **ARTICLE VII. GENERAL.**

**7.1 Seal.** The Association shall have no seal.

## **ARTICLE VIII. AMENDMENTS**

**8.1 By Members.** These Bylaws may be amended or repealed and new Bylaws may be adopted by the members at any meeting called for such purpose by an affirmative vote of two-thirds of all of the votes entitled to be cast.

**8.2 By the Board.** If necessary, these bylaws may also be temporarily amended or repealed and new Bylaws adopted temporarily by the Board upon a two-thirds vote of all directors; provided, that no Bylaw adopted by the unit owners may be amended or repealed by the Board if the Bylaw adopted by the unit owners so provided. The Board will ask the unit homeowners for final approval of the bylaw changes during the homeowners' annual meeting.

## **ARTICLE IX. MISCELLANEOUS**

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

**9.2 Mortgages.** Any unit owner who mortgages his or her unit or any interest therein shall notify



the Board of the name and address of his or her mortgagee and also of any release of such mortgage. The Secretary shall maintain all such information in the record of ownership of the Association. The Board, at the request of any mortgagee or prospective purchaser of any unit or interest therein, shall report to such person the amount of any assessment against such unit then due and unpaid.

**9.3 Indemnity of Officers and Directors.** Every person who is or was a director or an officer of the Association, together with the heirs, executors, and administrators of such person shall be indemnified by the Association against all liability, loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by, or imposed upon, him or her in connection with or resulting from any claim, action, suit, or proceedings, including criminal proceedings, to which he or she is made or threatened to be made a party by reason of his or her being or having been such a director or officer, except as to matters as to which he or she 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 a director or officer in relating to the matter involved. The Association, by its Board, may indemnify in like manner or with any limitations any employees or former employees of the Association with respect to any action taken or not taken in his or her capacity as such an employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors, or employees, may be entitled as a matter of law.

All liability, loss, damage, costs, and expenses incurred or suffered by the Association by reason of or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article IX shall be deemed to obligate the Association to indemnify any member or unit owner 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 or her as a unit owner or member of the Association under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act and Bylaws of the Association.

The Association shall purchase appropriate liability insurance, with limits of liability to be decided upon by the Board, to cover the possible errors and omissions of the said directors and officers of the Association. The cost of said liability insurance shall be borne by the Association as a common expense.

**9.4 Subordination.** These Bylaws 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.

**9.5 Interpretation.** In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

**9.6 No Vested Interest in Operating or Reserve Funds.** Unit owners shall have no vested interest in, nor shall they be entitled to make withdrawals from, either the Operating Fund or the Reserve Fund created hereby. Upon sale or other disposition of a unit, said fund shall remain intact and a new intact, and a new unit owner shall not be additionally assessed for improvements for which the prior unit owner has been assessed and title assessment has been paid.

**9.6 Book and Records.** The books, records and papers of the Association shall at all times,



during reasonable business hours, be subject to inspection by a member. The Declaration and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

9.7 **Abatement and Enjoining of Violations.** The violation of any rule or regulation adopted by the Board, or the breach of any Bylaw contained herein, or of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws, either 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 shall not thereby be deemed guilty in any manner of trespass; or to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

#### ARTICLE X. ASSOCIATION MAILING ADDRESS

The mailing address of the Association shall be  
The Ponds in the Falls, Sheboygan Falls Wisconsin, 53085.

Executed this May 30, 2023.

THE PONDS IN THE FALLS HOMEOWNERS ASSOCIATION

By: Roger G. Bosse  
(President of the Association) Member

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## Appendix I: Quick Reference Guide

**Common Elements:** streets, lawns, trees and shrubs, ponds, and exterior lighting fixtures

**Limited Common Elements:** balconies, patios, decks, entryways, sidewalks, gravel areas around the unit and driveways and the landscape within

### Homeowner's Will Maintain:

- All windows, doors (exterior and interior), glass, appliances, if any, furnaces, air conditioners, hot water heaters, water softeners, plumbing fixtures connections, sinks and other plumbing within the unit, floor coverings, interior surfaces of walls, ceilings and floors, light fixtures, interior electric wiring, outlets and panels, smoke alarms, doorbells, locks, and lift stations.

### Homeowner's Responsibilities:

- Maintaining Limited Common Elements
- Pets
  - Must be leashed at all times
  - Immediate removal of all waste matter from common elements
- Decorations
  - Cannot be adhered to wood, siding or masonry of the unit
- Vehicles and Parking
  - No parking of commercial or multi-axel vehicles in the driveway or lawns
  - No overnight parking of vehicles on any of the Ponds streets, lanes, avenues and common driveways (access roads).
  - Short term parking on one side of street, Mallard Avenue parking will be on the south side of the road.
  - No parking vehicles on any "Commons" area for a period of more than 24 hours
- Landscaping
  - Unit owner must maintain the landscape area around their unit and driveway
- Wasps and Hornets
  - Unit owner is responsible for the control of wasps and hornets from the gutters down.

### Association Will Maintain:

- All maintenance, repairs and replacements to and within the common elements, shall be undertaken by action of the Board of Directors and shall be charged to all units as a common expense. (i.e. siding, roofs, patios, decks, driveways sidewalks, streets, sump pump, all exterior) Unless necessitated by the negligence, misuse or neglect of its unit owner, agents, invitees, guests and lessees, in which case the expense for such maintenance, repair and replacement shall be charged to said unit owner(s).