

CREEKSIDE OWNERS' ASSOCIATION, INC.
2505 Crosscreek Drive
Sheboygan, WI 53081

BY-LAWS

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BY LAWS
OF
CREEKSIDE CONDOMINIUM ASSOCIATION, INC.

A non-stock, non-profit Corporation
Organized under Chapter 181 of the Wisconsin Statutes

ARTICLE I
PLAN OF OWNERSHIP

Section 1.1 Ownership. Creekside Condominiums located at Sheboygan, Sheboygan County, Wisconsin, is submitted to the provisions of Chapter 703, Wisconsin Statutes, and Condominium Ownership Act of Wisconsin.

Section 1.2 By-Laws Applicability. The provisions of these By-Laws are applicable to Creekside Condominiums.

Section 1.3 Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for the Project known as Creekside Condominiums, hereinafter referred to as the "Declaration," as recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin.

ARTICLE II

VOTING

Section 2.1 Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the unit in the Declarations.

Section 2.2 Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentage in the Declarations.

Section 2.3 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in the preceding paragraph of the Article shall constitute a quorum.

Section 2.4 Proxies. Votes may be cast in person or by proxy as set forth in the Declaration.

Section 2.5 Transaction of Business. The vote of a majority of Unit owners present at a meeting at which a quorum shall be present, shall be binding upon all Unit Owners for all purposes except where a high percentage is required by Law, the Declarations, or these By-Laws.

ARTICLE III

ADMINISTRATION

Section 3.1 Association Responsibility. The owners of the units will constitute the Creekside Owners' Association, Inc., hereinafter referred to as the "Association" which Association will have the responsibility of administering Creekside Condominiums, approving the annual budget, establishing and collection monthly assessments, and arranging for the maintenance of Creekside Condominiums. Except as otherwise provided in the Declaration and in these By-Laws, decisions and resolutions of the Association shall require approval by a majority as set forth hereinabove in Article II and the Declarations.

Section 3.2 Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the owners as many be designated by the Board of Directors.

Section 3.3 Annual Meetings. The first annual meeting of the Association shall be held on the date of execution of these By-Laws. Thereafter, annual meetings shall be held on the first Tuesday of May of each succeeding year. Only business that has been included in the meeting notification can be transacted at the time of the meeting.

Section 3.4 Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or on a petition signed by a majority of the owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by special consent of all of the owners present, either in person or by proxy.

Section 3.5 Notice of Meetings. It shall be the duty of the Secretary to mail, or have delivered, a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each owner or record, at least ten (10) by not more than thirty (30) prior to such meetings.

Section 3.6 Adjournment of Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 3.7 Order of Business. The order of business at all the Association meetings shall be as follows:

- a. Roll call
- b. Proof of notice of meeting or waiver of notices
- c. Reading of the minutes of preceding meeting
- d. Reports of officers
- e. Report of committee
- f. Election of inspectors of election
- g. Election of directors
- h. Unfinished business
- i. New business

Section 3.8 Capital Expenditures Any proposal for an expenditure of a Capital nature, from either the General Fund or Replacement Fund, (i.e. Construction of a building; purchasing large equipment; additional property, etc.) having an aggregate capital cost more than twenty thousand (\$20,000) dollars, whether by one expenditure or by a series of expenditures toward the same project or end, and whether the same be expended in one (1) year or over a period of more than one (1) year and whether paid from funds of the Association or to be financed shall be the subject matter of special approval by sixty-seven (67%) of the unit owners present and voting in person or by proxy.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1 Number and Qualification. The Association's affairs shall be governed by a Board of Directors composed of five (5) persons, all of whom must be owners of units in Creekside Condominiums.

Section 4.2 Initial Board of Directors. The initial Board of Directors shall serve for a period of not less than one (1) year and no longer than thirty (30) days after the conveyance of seventy-five (75%) percent of the common element interest to purchasers in Phases I and II and if Phase II is constructed, in Phases I, II, and III, subject to the time limits set forth in the Declaration for the initiation of construction of such phases. At the time the seventy-five (75%) percent conveyance factor occurs, a special meeting shall be called as provided for herein to elect an original Board of Directors consisting of three (3) persons who are owners of condominium units whose terms shall be set forth as further provided herein, namely that one director shall serve for a period of one (1) year, another for a period of two (2) years, and a third for a period of three (3) years.

Section 4.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the Association's affairs and such further powers and duties as are set forth in the Declarations and may also do all such acts and things as are not by law or by these By-Laws or the Declarations directed to be exercised and done by the owners.

Section 4.4 Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association or by the Declarations, the Board of Directors shall be responsible for the following:

- a. Care, upkeep and surveillance of the project and common areas and facilities.
- b. Collection of monthly assessments from the owners.
- c. Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities, and the restricted common areas and facilities.
- d. Collection of special assessments from the owners which are not a part of the regular monthly assessments.
- e. Maintain a file for all plans, plots, documents showing easements and all other documents pertinent to land use and building construction as may be useful for future reference in the expansion of the condominium, repairs, maintenance and any additions to said condominium.

Section 4.5 Election and Term of Office. The initial term of the Board of Directors designated by the Declarant, Eggebeen Builders, Inc., shall be set forth in Section 4.2 above in this article. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three (3) years. The directors shall hold office until their successors have been elected and hold their first annual meeting, or until such time as they may be replaced pursuant to these By-Laws or resign.

Section 4.6 Vacancies. Vacancies in the Board of Directors caused for any reason shall be filled by a vote of the majority of the owners at a special meeting of the Association, and such Director shall serve the same term as the Director replaced, except that the replacement of one of the original Board of Directors designated by Declarant, Eggebeen Builders, Inc., a Wisconsin corporation, as provided herein shall be by designation of the Declarant of a new Director to fill such vacancy.

Section 4.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created except that the original Board of Directors shall not be removed except by the Declarant, Eggebeen Builders, Inc., a Wisconsin Corporation. Any directors whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 4.8 Organization Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such a meeting, provided a majority of the whole Board shall be present.

Section 4.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meeting of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) prior to the day named for such a meeting.

Section 4.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of three (3) Directors.

Section 4.11 Waiver of Notice. Before or at any meeting of the Board of Directors, and 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 of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.12 Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Board of Directors. If, at any meeting the Board of Directors, there be less than a quorum present, the members present may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.13 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium of such bonds shall be paid by the Association and assessed to the owners.

ARTICLE V

OFFICERS

Section 5.1 Designation. The principal officers of the Association shall be a President, a Vice President, and a Secretary-Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and/or assistant Secretary as in their judgment may be necessary.

Section 5.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 5.3 Removal of Officers. On an affirmative vote of the majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 5.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of President of an Association, including, but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the Association's affairs.

Section 5.5 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the board of Directors

Section 5.6 Secretary-Treasurer. The Secretary-Treasurer may be the same person and may be

compensated for the reasonable value of services performed on behalf of the Association at a rate to be set by the Board of Directors on approval of the membership of the Association at its annual meeting. In addition, the Secretary-Treasurer, or one of them, shall maintain at all times a roster of unit owners, compute their assessments applicable to each unit based upon the formula and the procedure set forth in the Declaration of the Condominium and be responsible for mailing all required notices of meetings and assessments as said person or persons may be instructed by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 6.1 Assessments. All owners are obligated to pay annual assessments imposed by the association to meet all communal expenses, which may include a liability and property insurance as set forth in the Declarations. The assessments shall be made pro rate pursuant to the declarations. Such assessments shall include a general operating reserve and a reserve fund for projected expenses. Such assessments may also include special assessments as allowed by the Declaration and the Board of Directors shall direct the Treasurer of the Association to adapt any procedures not inconsistent with these By-Laws or the Declaration to facilitate the collection of the annual assessments as provided therein.

Section 6.1(a) Unpaid Condominium Lien. As permitted in Section 703.10 (c) (4) of Wisconsin Statutes, any owner of a unit on which the Association has recorded a statement of a Condominium Lien on the unit and the amount necessary to release the Lien has not been paid at the time of a meeting, will be prohibited from voting at that meeting. A condominium Lien may be recorded by the Association Board of Directors on any units on which there is a delinquent assessment over sixty (60) days.

Section 6.2 Maintenance and Repair.

- (a) Each unit owner shall promptly perform all maintenance and repair work within his unit or units which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- (b) All the repairs of internal installations of each unit, such as water, light gas, power, telephone, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the unit owner's expense.
- (c) A unit owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damages through his fault.

Section 6.3 Use of Units.

- (a) All units shall be used for residential purposes only, whether occupied by the unit owner or by a tenant.
- (b) An individual unit owner shall not make structural modifications or alterations in his unit or make installations located therein without previously notifying the Association in writing and gaining the specific written approval of the association for such modifications, installations, or alterations.
- (c) No commercial business enterprise shall be conducted on the premises other than incidental cottage type craft businesses that require no storage of inventory, finished goods, customer shopping area, signs or other similar characteristics.
- (d) Multiple ownership of units is not prohibited, but units shall be occupied as one family residential units.

Section 6.4 Use of Common Elements and Limited Common Elements

- (a) A unit owner shall not cause any items of personal property to be placed in the common elements of condominium property except as may be necessary to provide normal transit through said common element and/or except by the express approval of the Association.
- (b) A unit owner may store property within the limited common elements exclusively for the

- use of the unit owner, such as the patio. Property which may be stored in such area is limited to a small amount of firewood, shovels, brooms, lawn furniture and similar items of personal property, provided however, that no permanent storage of any items of personal property take place in the outside area.
- (c) No buses, recreational vehicles, trailers, campers, boats, unlicensed or unrepairable automobiles, machinery, snowmobiles, or other similar motor vehicles shall be stored or kept on the condominium property for a period exceeding seventy-two (72) hours.

Section 6.5 Right of Entry. A unit owner shall permit representatives of the Association and other parties designated by the Association entry into the unit for purposes of maintaining the mechanical or electrical services, or performing any other act as authorized by these By-Laws or the Declaration of the Association.

Section 6.6 Pets. Unit owners may have pets on the condominium property subject to reasonable rules and regulations as may be adopted by the Association, but a unit owner maintaining a pet shall be responsible for the cost of any damages caused by the pet, including by not limited to damage to lawns caused by animal waste or digging, and shall be responsible for the day to day maintenance of such damage caused.

Section 6.7 Utility and Recreational Area. No area has been designated as a utility or recreational area in Phases I and II of the condominium, but it is contemplated that such utility and recreational area shall be available in Phase III, if Phase III ever becomes a part of the condominium property pursuant to the Declarations and/or any amendments thereto but the Association may designate such areas pursuant to its rule making power.

Section 6.8 Rental of Units. Unit owners may rent or lease unit or units which they own under such terms as otherwise comply with these By-Laws, the Declarations and any amendments thereto. Such rental shall be on a written lease, utilizing a form approved by the Association and provided, however, that such leases shall be written for at least a period of six (6) months unless specific approval for rental periods of less time are made by the Association pursuant to its rule making power.

Section 6.9 Rules of Conduct. The Association may adopt such rules of conduct as may be necessary for the purposes of maintaining the property of Creekside Condominiums and for the convenience of the owners of Creekside condominiums including but not limited to the rules relating to the common areas of such condominium. Such rules may be adopted by a majority vote of the Association members present at a meeting as provided by these By-Laws.

Section 6.10 Assessment of Penalties. The Board of Directors has the authority to assess any owner a reasonable penalty (monetary or otherwise, to be determined by the Board) for violation of any sections under Article VI Obligation of Owners.

ARTICLE VII

AMENDMENTS TO BY-LAWS

Section 7.1 By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purposes, and no amendment shall take effect unless approved by the owners representing at least sixty-seven (67%) percent of the total units as set forth herein and in the Declaration.

ARTICLE VIII

MORTGAGES

Section 8.1 Notice to Association. An owner who mortgages his unit or units shall notify the Association by advising the Secretary of the name and address of the mortgagee and the Association shall maintain such information in a book entitled Creekside Condominium Mortgages.

Section 8.2 Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit as well as any unpaid real estate taxes or special assessments levied by the taxing authority.

ARTICLE IX

COMPLIANCE

These By-Laws are set forth to comply with the requirements of Wisconsin Law and the Wisconsin Condominium Ownership Act. In the event any of these By-Laws conflict with provisions of the statute, it is hereby agreed and accepted that the provisions of the statute or other applicable law will apply.