

**BYLAWS OF
HILARY HEIGHTS CONDOMINIUM OWNERS ASSOCIATION**

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**BYLAWS OF
THE HILARY HEIGHTS CONDOMINIUM OWNERS ASSOCIATION**

ARTICLE I. NAME AND PURPOSE

1.1 Purpose. Pursuant to the Condominium Declaration of Hilary Heights Condominium recorded in the office of the Register of Deeds for Manitowoc County, Wisconsin (hereinafter referred to as the “Declaration”) by Expedite Development, LLC (hereinafter referred to as the “Declarant”), the following terms, conditions and provisions are adopted as the Bylaws of Hilary Heights Condominium Owner’s Association, Inc. (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 shall govern and be binding on all individual and joint owners, mortgages 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, invites, 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 owner, 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 and the person designated to receive notices and cast the one vote pertaining to such unit. Only one person so designated shall be entitled to cast a vote in person or by proxy. The original designation shall be made in writing to the secretary of the Association, signed by all of the persons having an ownership interest in the unit. A designation may be changed by notice in writing to the Secretary of the Association, signed by a majority of the persons having an ownership interest in the unit.

- (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 designated 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.

2.2 Quorum and Proxies for Members' Meeting. A quorum for members' meetings shall consist of 50% of the votes entitled to be cast. Votes may be cast in person or by proxy in accordance with the designations in 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.

2.3 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 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 in November of each year for the purpose of electing directors and for the purpose of 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 three members 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 shall be exercised by the Board. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Bylaws and applicable law.

3.2 Number of Directors. The Board shall consist of not more than five persons and not less than three 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 shall be unit owners.

3.3 Election and Terms of Directors. Upon adoption of these Bylaws, the Board shall initially consist of three Directors appointed by the Declarant who need not be a unit owner and said directors may be removed by members of the Association, as herein provided. In the event a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the Declarant. The Declarant shall retain control of the Association until the first annual meeting of the Association's members to be held within 30 days of the earlier of the following to occur: (1) the sale and transfer of title of 75% of the common element interest to purchasers; or (2) the tenth anniversary after the sale and transfer of title of the first unit. Cumulative voting shall not be allowed when electing directors. The length of the elected directors' terms shall be determined by assigning a three-year term to that 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. The directors so elected shall serve for a term of three years following their election or until their successors are duly elected and qualified or until any of such directors have been removed in the manner hereinafter set forth.

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, and one or more of the directors may be removed with or without 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. A regular annual meeting of the Board shall be held immediately after and at the same place as the annual meeting of the members. Notice of the regular annual meetings of the Board shall not be required. Other regular meetings of

the Board may be held as such times and places as the Board determines, and no other notice of such regular meetings shall thereafter be required.

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 day's prior written notice to each director given personally or by mail, 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 adjournment 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 may require that some or all officers 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 the Association.

ARTICLE IV. OFFICERS

4.1 Designation, Election and Removal. The principal officers of the Associations 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 offices of President and Vice-President and the offices of President and Secretary.

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 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.

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 collections 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 specific resolution of the membership.

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 tenants, 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 (1st) day of each month or quarterly in advance, at the option of the Association. Late payment or non-payment shall be handled in the following manner.

If not paid within 15 days after the due date – phone call or email reminder to unit owner

If not paid within 30 days after the due date – reminder letter will be sent to unit owner

If not paid within 90 days after the due date – referral will be made to a collection agency

If collection agency is not successful with obtaining payment – a lien will be filed in the land records of the Clerk of Circuit Court, Manitowoc County, per WI Stat 703.165 (3)”

Per §703.10 (4) of the Wisconsin Statutes, a unit owner will be prohibited from voting at a meeting of the association if the association has recorded a statement of condominium lien on the person’s unit and the amount necessary to release the lien has not been paid at the time of the meeting.

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. The Reserve Fund may also be used to purchase a unit whose owner has elected to sell and to discharge mechanics or other liens or encumbrances levied against the entire Property or any individual unit or units if the lien or encumbrance is the result of any act of the Association. 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. The Reserve Fund may also be used to discharge mechanic’s or other liens or encumbrances that are levied as the result of the act of one or more but less than all of the unit owners, and to maintain and repair any unit of such maintenance and repair is necessary to protect the common area, in either of which cases the full amount of the cost (including interest) incurred by the Association and, in the case of a discharge of a lien or other encumbrance, attorney fees, shall be specifically assessed to the unit owner or unit owners responsible therefore. 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 October 31st of each calendar year. The Board shall advise all members of the Association in writing of the amount of common charges payable on behalf of the unit not later than 15 days prior to the date of the annual members’ meeting, and shall furnish to each member copies of the budget on which such common charges are based. If, within 15 days after the annual membership meeting, a petition is presented to the Board protesting such charges or the budget upon which they are based and the petition is signed by members representing more than 50% of the membership entitled to vote with respect to such charges, the directors shall then notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than 50% of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the budget and charges previously established.

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, those defaults shall be handled in accordance with the procedure as outlined in **ARTICLE V, Section 5.3, Common Expenses**. Any costs incurred by the Association in pursuit of these steps may be charged to the Member in default.

5.7 Vote of Unit Owner in Default. No unit owner may vote at a meeting of the Association if the Association has recorded a statement of condominium lien on the unit owner's unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

5.8 Insurance

(a) By Association.

The Board of Directors shall be required to obtain and maintain insurance for property damage to all common elements of the Condominium excluding such limited common elements as may be permanently assigned to the use of the individual owner. Such insurances may insure the Association and their unit owners as their interest may appear. Evidence of such insurance may be made available to the unit owner's mortgagees.

(b) Destruction. In the event of partial or total destruction of the 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, Wisconsin Statutes.

(c) By Unit Owner. It shall be the unit owner's responsibility to procure property and liability insurance for their unit, "studs in", and 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 in his or her improvements which does not duplicate any insurance provided by the association.

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:

- (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 obstructions 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. To the extent this restriction is permitted by applicable law, no sign shall be displayed to the public view on or from any unit or the Commons without the prior written consent of the Board of Directors. Real estate “For Sale” signs are the exception; they may be displayed in a window or door of the owner’s unit.
- (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 written consent of the Association.
- (g) 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.

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.

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. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board. 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 that are visible to other units or to the public must have the prior written approval of the Board.

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. These Bylaws may also be amended or repealed and new Bylaws adopted 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 unit owners so provided.

ARTICLE IX. MISCELLANEOUS

9.1 Record of Ownership. Every unit owner shall promptly cause to be dully 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 attorneys' 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 actions 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 unit owner shall not be additionally assessed for improvements for which the prior unit owner has been assessed and title assessment has been paid.

9.7 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.

9.8 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, and 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 initial mailing address of the Association shall be 21135 Hwy. 151, Valders, Wisconsin, 54245. Subsequent addresses shall be the presiding President or Senior Officer.

Executed this [25th] day of September, 2002

EXPEDITE DEVELOPMENT LLC

BY: 

KEVIN J. KLEINERT, Member



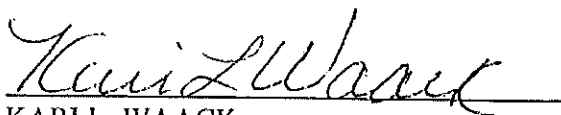
PATRICK S. DUNCANSON, Member

Original Document with Original Signatures On File

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF MANITOWOC

Personally came before me this 26th day of September, 2002, the above named, Kevin J. Kleinert and Patrick S. Duncanson, members of Expedite Development, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



KARI L. WAACK

Notary Public, Manitowoc County, WI

My Commission Expires 6/12/05

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AMENDMENTS


**CONSENT OF BOARD OF DIRECTORS
OF HILARY HEIGHTS CONDOMINIUM OWNERS' ASSOCIATION**

The undersigned, being all of the members of the Board of Directors of Hilary Heights Condominium Owners' Association, hereby consent to the following action at a regularly scheduled board meeting of the Hilary Heights Condominium Owners' Association on January 28th, 2006, pursuant to §180.0821, Wis. Stat. as follows:

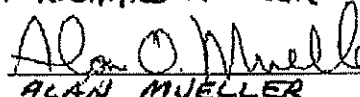
BE IT RESOLVED: That Article V. Operation of the Property, Section 5.8 Insurance, (a) By Association has been amended to read as follows:

“The Board of Directors shall be required to obtain and maintain insurance for the property damage to all common elements of the Condominium excluding such limited common elements as may be permanently assigned to the use of the individual owner. Such insurance may insure the Association and their unit owners as their interest may appear. Evidence of such insurance may be made available to the unit owners' mortgagees.”


IN WITNESS WHEREOF, the undersigned have executed this Consent of Directors of Hilary Heights Condominium Owners' Association this 31st day of March, 2006.



RICHARD ROOKER PRESIDENT



ALAN O. MUELLER VICE PRESIDENT



SUSAN GRUBE SECRETARY/TREASURER

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**CONSENT OF BOARD OF DIRECTORS
OF HILARY HEIGHTS CONDOMINIUM OWNERS' ASSOCIATION**

The undersigned, being all of the members of the Board of Directors of Hilary Heights Condominium Owners' Association, hereby consent to the following action at a regularly scheduled board meeting of the Hilary Heights Condominium Owners' Association on November 18, 2017, pursuant to §180.0821, Wis. Stat. as follows:

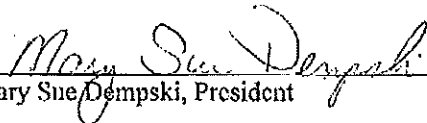
BE IT RESOLVED: That Article II. Members, Voting, and Meetings, Section 2.3 Time, Place, Notice, and Calling of Members' Meetings has been amended to indicate that the annual meeting shall be held *in September of each year.*

BE IT FURTHER RESOLVED: That Article V. Operation of the Property, Section 5.8 Insurance, (c) By Unit Owner has been amended to include; *It shall be the unit owner's responsibility to procure property and liability insurance for their unit, "studs in"...*


BE IT FURTHER RESOLVED: That Article VI. Duties and Obligations of the Unit Owners, Section 6.1 Rules and Regulations, (d) Signs has been amended in its entirety to read as follows:

"To the extent this restriction is permitted by applicable law, no sign shall be displayed to the public view on or from any unit or the Commons without the prior written consent of the Board of Directors. Real estate "For Sale" signs are the exception; they may be displayed in a window or door of the owner's unit."

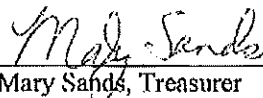
IN WITNESS WHEREOF, the undersigned have executed this Consent of Directors of Hilary Heights Condominium Owners' Association the 18th day of November, 2017.




Mary Sue Dempski, President



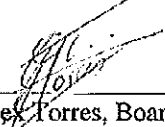
Montgomery Schmitt, Vice President



Mary Sands, Treasurer



Linda Rooker, Secretary



Alex Torres, Board Member

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**CONSENT OF BOARD OF DIRECTORS
OF HILARY HEIGHTS CONDOMINIUM OWNERS' ASSOCIATION**

The undersigned, being all of the members of the Board of Directors of Hilary Heights Condominium Owners' Association, hereby consent to the following action pursuant to Wisconsin Statute Chapter 180.0821, Business Corporations as follows:

BE IT RESOLVED: That **ARTICLE V. Operating Budget Section 5.4** of the Hilary Heights Condominium Owners' Association Bylaws has been amended to change the effective date the annual budget shall be determined as follows:

"The annual budget shall be prepared and determined by October 31st of each calendar year."

BE IT ALSO RESOLVED: That **ARTICLE II. Members, Voting, and Meetings, Section 2.3 Time, Place, Notice, and Calling of Members' Meetings** of the Hilary Heights Condominium Owners' Association Bylaws has been amended to change the effective date of the Members Annual Meeting to read as follows:

"The annual meeting shall be held in November of each year for the purpose of electing directors and for the purpose of transacting any other business authorized to be transacted by the members."

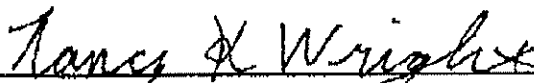
IN WITNESS WHEREOF, the undersigned have executed this Consent of Directors of Hilary Heights Condominium Owners' Association this 27th day of September, 2021.



Richard Rooker, Board Member and President



William Baumann, Board Member and Secretary



Nancy Wright, Board Member

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