

Amended and Restated By Laws

Willow Run RV Condominium Association of Elkhorn, Inc. NG

A. Administration

1. **Administration of Property.** The direction and administration of the property shall be vested in a Board of Directors. The Board of Directors shall consist of five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a partnership, then a general partner of such Unit Owner may be a director and if a Unit Owner or such partner is a corporation, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a director. If a Unit or Units has shared ownership interest, the owners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on any payment to the Association, the director is required to resign from the board position (and any officer position held) unless the Unit Owner brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during the term, the director shall thereupon cease to be a director and that place on the Board shall be deemed vacant.

2. **Association.** The Association referred to herein shall be Willow Run R.V. Condominium Association of Elkhorn, Inc., a corporation organized under and pursuant to Chapter 181 of the Wisconsin statutes. The Board shall be deemed to be the "Board of Directors" for the Unit Owners as referred to in the Act. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner and upon the transfer of his ownership interest the next Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association.

3. **Voting Rights.** There shall be one person, with respect to each Unit Ownership, who shall be entitled to vote at any meeting of the Unit Owners. If a recorded lien is in effect, that unit Owner becomes ineligible to vote at the annual election or any item requiring a vote at the Annual meeting. Such voting member may be the Unit Owner, one of the group designated in writing by such Unit Owner or Owners to act as proxy on his or their behalf and who need not be a Unit Owner. The term "majority" or "majority of Owners" whenever used herein shall have the same meaning as provided for such terms in Section 703.15 (4) (e) of the Act. Any specified percentage of Owners, whether majority or otherwise, for the purpose of voting and for all purposes herein provided, shall mean such percentage of the aggregate in interest of the individual ownership of Common Elements.

4. **Mailing address.** The mailing address for the Condominium Association shall be:

Willow Run R.V. Condominium Association, INC
P.O. Box-566
Elkhorn, Wisconsin 53121

www.willowrunrv@gmail.com

5. Service of Process. Service of process may be made upon the Association's registered agent, stated on file with the Wisconsin Department of Financial Institutions.

6. Meetings.

a. Place and quorum. Meeting of the Owners shall be held at the Property, virtually, or at such other place, as may be designated in any notice of a meeting. The presence in person, electronically, or by proxy of forty (40) percent of all Unit Owners at any meeting of the Unit Owners, shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the vote of the majority of Unit Owners represented at the meeting.

b. Annual Meeting. There shall be an annual meeting of the Unit Owners on the third Saturday of June, or at such other reasonable time or date.

c. Special Meeting. Special Meetings of the Unit Owners may be called at any time for any legal purpose, by written notice, authorized by the Board, or by at least twenty-five percent (25%) of the Unit Owners, delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting (whether physical or virtual) and the matters to be considered.

7. Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally, or by mail, electronic, and newsletter, to the persons entitled to vote thereat, addressed or conveyed to each such person at the address given by him/her/them to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains if no address has been given to the Board.

8. Board of Directors.

- a. Annual Meeting.** During the Annual Meeting the voting members shall elect the Board. In all elections for members of the Board, each voting member shall be entitled to vote on a noncumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. On a biannual basis, either two or three members shall be elected by the membership during the Annual Board Meeting, except when filling a vacancy. In such case, the member will be elected to fill only the unexpired term on the Board. The election and term of office as between candidates receiving the same number of votes shall be determined by lot. Upon the expiration of the terms of office of the Board members, successors shall be elected for a term of two (2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or

special meeting provided that such number shall not be less than the three (3) and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall serve without compensation unless compensation shall be approved or ratified by vote of the voting members having a majority of the total votes. Vacancies in Board, including vacancies due to any increase in the number of persons on the Board shall be filled by the voting members present at the next Annual Meeting or a special meeting of the voting members called for such purpose. Except as otherwise provided in the Declaration or these Bylaws, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum of the Board exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

b. The Board shall elect from among its members a President who shall preside over its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association, a vice-president who shall perform the duties of the President in the absence of the President as well as functions designated by the Board, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform the duties incident to the office of Secretary including the counting of votes, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

c. Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds of the total votes, at any special meeting called for this purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

9. General Powers of the Board. The Board, for the benefit of all the Owners, shall provide and shall pay for out of the Maintenance Fund hereinafter provided for the following:

a. The Board shall have the full obligation and authority to apply for and provide, for the benefit of all Unit Owners, the necessary annual conditional use permit, issued for a campground operation, pursuant to and in accordance with the terms and conditions of the Walworth County Zoning Ordinance Sec. 4.5 as written, adopted and amended from time to time.

b. A policy or policies of insurance insuring the Condominium Property against loss or damage by the perils of fire, lightening, and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Condominium Property, written in the name of, and the proceeds payable to, the members of the Board, as Trustees for the Owners. Such insurance shall cover all of the real property constituting the Condominium, but shall not cover the Unit Owner's personal property. The Board shall establish an Insurance Committee to make sure that the Association has all of the insurances it

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needs, in the amounts that are needed, to best protect the Association. Prior to obtaining any such policy or policies of insurance, or any renewal thereof, the Committee, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Condominium Property for the amount of insurance to be effected pursuant hereto. The cost of all such appraisals shall be common expenses. All such policies of insurance (1) shall provide that the insurance as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner, (2) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore such option shall not be exercisable in the event the owners elect to sell the Property or remove the Property from the provisions of the Act, (3) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Trustee, and Owners and Occupants, and (4) shall contain a "Replacement Cost Endorsement." The proceeds of such insurance shall be applied by the Board for the reconstruction of the amenities in the Common Areas, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Wisconsin Condominium Act. Such insurance coverage shall also cover cross-liability claims of one insured against another.

c. A policy or policies of comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage in such limits as it shall deem desirable, and other liability insurance as it may be desirable insuring each Unit Owner, the Association, its officers, members of the Board, from liability in connection with the Common Elements, Limited Common Elements, streets, sidewalks, walkway easements and areas adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith action beyond the scope of their respective authorities. Such insurance coverage shall include cross-liability claims of one or more insured parties against the other insured parties.

d. Workman's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

e. The services of any person or firm employed by the Board. The Board at the direction of the majority of the Owners, may employ the services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Units. The cost of such services shall be common expenses. Upon authorization by at least a majority of the Unit Owners, the Board, acting on behalf of all Owners, shall have the power to seek relief from or in connection with any assessments or charges, and to charge and collect all expenses incurred in connection therewith as common expenses.

f. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, general maintenance, decorating, repair and replacement of the Common Elements, and the walkway easements, including the furnishing of materials, supplies, furniture, labor, services and equipment for the Common Elements as the Board shall deem necessary and proper, the Board having the exclusive right and duty to provide for the Common Elements. The obligation of the Board so stated does not extend to the Limited Common Elements which shall be provided for by

those Unit Owners having the right to use said Limited Common Elements. The Board shall have the right and duty to maintain, repair, and operate the sewage and septic system which is a Common Element. The Board shall also have the right to maintain and repair and operate the water supply system including the wells and pressure tanks, etc, serving the individual Units and the Common Elements.

g. Any amount necessary to discharge any construction lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board, constitute a lien against the entire Property or against only all or part of the Common Elements. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Owners.

h. Maintain and repair any Unit if such maintenance or repair is necessary in the discretion of the Board, to protect the Common Elements and an Owner of any Unit has failed or refuse to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner, provided that the Board shall levy a special assessment against said Owner for the cost of said maintenance or repair. Provided, further, that the notice envisioned by this paragraph shall not be necessary in case of an emergency which shall be determined in the sole discretion of the Board.

i. Maintenance of all streets, sidewalks, walkway easements, outdoor lighting, recreational facilities, including but not limited to, bath houses, beaches, tennis courts, pools, service buildings, public and private utilities, and all other aspects of the Common Elements. The Board shall assure that all requirements of the town of Sugar Creek and the County of Walworth regarding snow removal, accessibility to service driveways, maintenance of roads and sidewalks, are fully complied with.

j. The Board or its agents upon reasonable notice or, in the case of emergency determined at the sole discretion of the Board, without notice, may enter any Unit when necessary, in connection with any maintenance, or construction for which the Board is responsible. The Board or its agents may likewise enter upon any Unit for maintenance, repairs, construction, etc. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Maintenance Fund.

k. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Maintenance Fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of the Declaration) requiring an expenditure in excess of ten thousand (\$10,000.00) without in each case, the prior approval of the voting members or at least 40% of the Unit Owners.

l. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent of the Board and in such manner

as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Treasurer of the Board.

m. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety, and general welfare of the Owners and Occupants of the Property. Such reasonable rules and regulations shall include, but not be limited to rules governing conduct, maintenance, or use of the pool, tennis courts, lakes, and other recreational facilities. Written notice of such rules and regulations shall be given to all Unit Owners. This entire Property shall at all times be maintained subject to such rules and regulations. If within thirty (30) days from the date of written notice to the Unit Owners of the adoption of any rule or regulation at least twenty-five percent (25%) of the Unit Owners shall file with the Board a written objection thereto, then such rule or regulation shall be deemed rescinded until approved by the voting members owning at least fifty percent (50%) of the units.

n. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners of any of them.

o. The Board shall have the power to borrow money, acquire and convey property in the Association name only with the prior approval of the voting members of at least two-thirds (2/3) of the Unit Owners voting at an Owners' meeting called for that purpose; all deeds, notes, mortgages or any other such document incident to its enumerated power shall be signed by the Treasurer and countersigned by the President of the Association.

p. The Board shall have the authority, but shall not be required, to lease or otherwise make available for occupancy any Units owned by the Association, and to provide leasing services for the individual Unit Owners who desire to lease their Units, if so requested, for such periods of time as the Board shall determine. The terms and conditions of such occupancy shall be determined solely by the Board; however all lessees of Units owned by the Association shall have the same rights and privileges of other Unit Owners as set forth in the Declaration and use and occupancy by such lessees shall be subject to the covenants and restrictions as to the use and occupancy as set forth in the Declaration.

q. The Board may enter into a management contract for services, employment contracts or other agreements to facilitate the maintenance, management and upkeep of the Property, including engaging the services of a management company (after it is presented to the unit owners and they have approved the decision by simple majority vote at annual meeting or special meeting), manager or managing agent, and paying compensation from the Assessment-Maintenance Fund therefore. Said contracts and agreements shall be binding and inure to the benefit of the Owners and the Association. The Board may not contract with said management company, manager, or managing agent for a period of time more than one year. Said contract may be renewable yearly at the option of the Board.

r. The Board shall have the authority, but shall not be required, to invest Association funds in a financially prudent manner, to include publicly traded stocks, corporate and government bonds, money market investments, mutual funds, and precious metals. No more than 10% of reserves is allowed to be placed in a high risk avenue investment.

10. Sewage and Septic System. The Association, or any successors and assigns, whether voluntary or involuntary, of all or any part of the Property described herein or any addition therein, shall, regardless of any requirements herein to the contrary, have the legal and financial obligation to either operate and maintain a lawful private sewage system or to belong to a sui juris association described in sec 703.15, Wis. Stats., which has such responsibility; or to have the services of a municipal sanitary district or private public utility which is charged with the operation of a lawful, private sewage system

B. Assessment-Maintenance Fund.

1. Each year on or before December 1, the Board shall estimate the total amount necessary to pay the costs of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15, notify, each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, as a yearly assessment. On or before January 1 of the ensuing year and the first calendar day of each and every month of said year, each Unit Owner shall be personally liable for and obligated to pay to the Board one-twelfth (1/12) of said yearly assessment pursuant to this paragraph. Upon written request of any Unit Owner, or at any time as the Board shall direct, the Board shall supply to such Unit Owner an itemized accounting of the maintenance expenses for the two preceding calendar years actually incurred and paid, together with a tabulation of the amount collected pursuant to the estimate provided, and showing the net amount over and short of the actual expenditures plus reserves shall be carried over and considered in the following year's estimate of revenues and expenditures to determine if a positive or negative change to the monthly installments is warranted for the following year. The Board may, in its sole discretion, decide to add any common surplus at the end of a year to the Association's reserve funds.

2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, may be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall be due and payable as stated by

the Board and may be paid in installments in the Board's discretion. All Unit Owners shall be personally liable for and obligated to pay both regular and any further assessments described in this Section.

3. The Association should strongly consider having a Full Reserve Study completed at one point in time, covering all common areas that the Board is responsible for, to include the fractional age expended multiplied by the current replacement cost for each component, summed. The Reserve should be updated every five (5) to seven (7) years, with alternating On-Site-Reviews and No-Site-Reviews.
4. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.¹
5. The Board shall keep full and correct books of account, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the voucher authorizing the payments shall be available for the inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or time during normal business hours, as may be requested by the Owner. Upon ten (10) days notice to the Board, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.
6. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent, or prepaid assessments) shall be deemed to be held for the benefits, use and account of all the Unit Owners.
7. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments the Association's collection policy within its Rules and Regulations will apply. To the extent permitted by any decision of any statute or law nor or hereafter effective, the amount of any delinquent or unpaid charges or assessments and interest, late fees, costs and actual attorneys' fees incurred by the Association with respect to collecting the delinquent account as above provided shall become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by any action brought in the names of the Association as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Act.

8. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

C. Amendment.

The Bylaws, may be amended by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes.

