

BY-LAWS OF POTAWATOMI PROPERTY OWNERS ASSOCIATION, INC.

Article I. NAME AND PURPOSE.

Pursuant to the Articles of Incorporation of Potawatomi Property Owners Association, Inc., recorded in the Office of the Register of Deeds for Bayfield County, Wisconsin, and the Declaration of Restrictive Covenants by Juneau Land Company, the following are adopted as the By-laws of Potawatomi Property Owners Association, Inc., which is a corporation formed to serve as an Association of Property Owners who own real estate within the area described in the Declaration or an Supplemental Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the members, their heirs, administrators, executors, successors and assigns.

Article II. MEMBERS, VOTING AND MEETINGS.

1. (a) Every person or entity who holds an equitable interest, or an undivided equitable interest, including the Developer, in any lot or lots included within "The Properties: as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

(b) Persons not holding an interest in any Lot in said properties may become non-voting members of the Association under the terms and conditions prescribed by the Board of Directors.

2. Voting Rights.

The Association shall have one class of voting membership. Voting members shall be all those members who hold the interests required for Membership in Article III in Section 1 (a) above. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and the vote for each such Lot shall be exercised as they among themselves determine. Each member shall be entitled to one vote for each lot that he owns or in which he owns in fee or in which he has an interest as a land contract purchaser.

3. Quorum and Proxies for Members' Meetings.

A quorum for members' meetings shall consist of one hundred fifty (150) of the votes entitled to vote. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular members' meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. The vote of the owners of a unit owned by more than one person or by some other entity shall be cast by a person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. If any meeting of members cannot be organized because of 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 notified.

4. Time, Place, Notice and Calling of Members' Meetings.

Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his

address as it appears on the books of the Association and shall be mailed, or personally delivered not less than thirty (30) days prior to the date of meeting. Notice of meeting 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 on the ___ day of _____ of each year for the purpose of electing directors and 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 two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third of all votes entitled to be cast.

Article III. BOARD OF DIRECTORS.

1. Number and Qualifications of Directors.

The Board of Directors shall consist of six (6). Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

2. Duties of the Board of Directors.

The Board of Directors shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days advance of such assessment due date. Such assessment rosters shall be kept in the office of the Association and shall be open to inspection by any owners.

In addition, all powers as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors.

3. Election and Term of Directors.

At annual meeting of the Association, the members shall elect six (6) directors to hold office until the next annual meeting or until any of the directors shall have been removed in the manner hereinafter provided.

4. Vacancies on Board

Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directory even though they may constitute less than a quorum, and each person as elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of director is to be elected.

5. 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 votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

6. Regular Meetings and Notice.

A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

7. Special Meetings and Notice.

Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail. Which notice shall state the time, place and purpose of the meeting.

8. Waiver of Notice.

Before, at or after any meeting of the Board of Directors, a 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 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.

9. Quorum of Directors — Adjournments.

At all meetings the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there shall be 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.

10. Fidelity Bonds.

The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

11. 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 as a director or officer of the Association if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

Article IV. OFFICERS.

1. Designation, Election and Removal.

The principal officers of the Association shall be President, Vice President, Secretary, and Treasurer to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the Members of the Boards of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any office, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice President may be held by the same person.

2. President.

The President shall be selected from among the members of the Board of Directors and shall be the chief executive officers of the Association. He shall preside at all meeting of the Association. He shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein.

3. Vice President.

The Vice President shall take the place of 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 upon him by the Board of Directors.

4. Secretary.

The Secretary shall keep minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all the duties incident to the office of Secretary.

5. Treasurer.

The Treasurer shall have the responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of the receipts and disbursements and financial records and files of account belonging to the Association.

He shall be responsible for the deposit of all moneys 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 of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

Article V. OPERATION OF THE PROPERTY.

1. Annual Operating Charges.

Any and all assessments for the purpose of promoting the recreation, health, safety and welfare of the Owners, shall be controlled by the provision of the Declaration, which such provision are incorporated herein by reference.

Article VI. AMENDMENTS.

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose by an affirmative vote of all of the votes entitled to be cast.

Article VII. MISCELLANEOUS.

1. Mergers.

Upon merger of consolidation of the Association with another association as provided in its Articles of incorporation, its properties, rights and obligations may, by operation of law be transferred to

another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenance and restrictions established by the Declaration with Existing property together with the covenants and restrictions established upon any other properties with one scheme. No such merge or consolidation, however, shall effect any revocation, change or addition to the Covenants established by this Declaration with the Existing Property except as hereinafter provided.

2. Subordination.

These By-Laws are subordinate and subject to all provision of the Declaration and any amendments thereto, which shall control in case of any conflict. All terms herein (except where clear repugnant to the context) shall have the same meaning as in the Declaration.

3. Interpretation.

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

Declaration of Restrictive Covenants by

THE POTAWATOMI PROPERTY OWNERS' ASSOCIATION

WHEREAS, the Association as defined below desires to provide for the preservation of the values and amenities in the community **known as Potawatomi Estates** and for the maintenance of the parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, **subsequently** set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Association is charged with the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges subsequently created; and

WHEREAS, the Association is incorporated under the laws of the State of Wisconsin, as a non-profit corporation,

NOW THEREFORE, the Association declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") **subsequently** set forth.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Potawatomi Property Owners Association.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions, thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any lot or plat of land shown upon any recorded and subdivision map of The Properties but shall not include Common Properties as heretofore defined. **For assessment purposes, "Lot" may also mean adjoining lots under common ownership which have been designated as one lot. No more than four adjoining lots may be designated as a single lot for assessment purposes.**
- (e) "Owner" shall mean and refer to the equitable owner whether one or more persons or entities holding any lot situated upon the Properties whether such ownership be in fee simple title or as land contract vendee, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee except if the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "Member" all Owners are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration, located in the Town of Barnes, County of Bayfield, Wisconsin, and is more particularly described as follow: Potawatomi Estates:

A Subdivision located in the Northeast 1/4 , Section 18, T45N, R9W, Town of Barnes, Bayfield County, Wisconsin all of which real property shall **subsequently** be referred to as "Existing Property."

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

Every person or entity who holds an equitable interest or an undivided equitable interest, in any lot or lots included within "The Properties" as herein defined, whether as land contract vendee or fee holder being subject to these covenants, shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights.

The Association shall have one class of voting membership. Each member shall be entitled to one vote for each **assessment paid**. Voting members shall be all those members who hold the interests required for Membership in Article III in Section I above and **who are not in arrears with regard to assessments both past and present**. When more than one person holds such interest or interests in any lot in said Properties, all such persons shall be members and the vote for each such Lot shall be exercised as they among themselves determine.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Article IV in Section 2, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall **apply** to and shall pass with the title to every Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for **any period deemed reasonable by the board** for any infraction of its published rules and regulations; and
- (b) The right of the Association to charge reasonable rent and other fees for the use of the Common Properties.
- (c) **The right of the Association to refuse membership privileges to anyone in violation of the Association's rental policies.**

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Personal Obligation of Assessments and Creation of the Lien.

All owners agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements or **other purposes deemed reasonable by the board**, such assessments to be fixed, established and collected from time to time as **subsequently** provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as **subsequently** provided, shall be a charge on the land and shall be a continuing lien upon the property, against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as subsequently provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials management and supervision thereof.

Section 3. Annual Assessments. The annual assessment shall be **an amount set by the Board in accordance with Section 5 below with one assessment made per lot. A single annual assessment may be charged for adjoining lots designated as a single lot for assessment purposes. In the event that the owner(s) who obtains permission from the association to designate lots as a single lot for assessment purposes later sells the lots separately rather than as a unit, the owner(s) shall become responsible to the Association for the assessments due on each lot sold during the period that the lot was treated as an individual lot for assessment purposes shall be permitted only by prior written authorization of the Association.**

Section 4. Quorum for Any Action Authorized Under Sections pertaining to annual and special assessments. The quorum required for any action authorized by Sections 5 and 6 hereof shall be as follows:

At the first meeting, as provided in Sections 5 and 6 hereof the presence at the meeting of Members or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming **at this** meeting, another meeting may be called, subject to the notice requirement as set forth in Sections 5 and 6, and at that meeting, fifty (50) members **and proxies present** shall be considered a quorum. Such subsequent meeting shall be held within sixty (60) days following the preceding meeting.

Section 5. Special Assessments. In Addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year on each lot **or lots designated as a single lot for assessment purposes**, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto and for the **purpose of the continued operation of the Association**, provided any such assessment shall have the affirmative of two thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Change in Annual Assessments.

The Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. Annual Assessments Due Dates.

The assessment for each succeeding **calendar year becomes due and payable on first day of January of each year and shall be paid not later than the first day of April of each year.** For purposes of levying the

assessment, assessments shall be considered as paid in advance and shall be levied against any Lot or **LOTS designated as a single lot for assessment purposes** which is subject to this Declaration or Supplementary Declarations. The due date of any special assessment under Section 5 hereof shall be fixed in the Resolution authorizing such assessment.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are **not paid by the first day of April of the applicable year, the assessment and any costs of collection shall become a continuing lien on the property.**

If an assessment is not paid **by the first day of April of the applicable year**, a penalty fee not to exceed \$2.00 **may** be added thereto and from that date interest at the rate of six (6) interest per cent per annum may be added to the delinquent balance and penalty, and the Association may bring an action at law against the owner personally obligated to pay the sum or to foreclose the lien against the property. There shall be added to such assessment, delinquent fees and interest and the cost of preparing and filing Complaint in such action and in the event that Judgment is obtained, such Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

If any assessment is not paid by the first day of April of the applicable year, the nonpaying member shall forfeit all rights in the Association until such time as assessments are current, including but not limited to, the right to vote at Association meetings, the right to serve on the board and the right to use the Common Properties.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. The Board of Directors shall consist of from six (6) to nine (9) property owners as determined by vote of the membership at the annual meeting. No less than two or more than three members shall be elected at each annual meeting. Board Officers shall be appointed by majority vote of the Board of Directors.

Section 2. Each Board Member shall serve for a term of three years.

Section 3. Vacancies on the board shall be filled by appointment based on a majority vote of the board of directors said appointment to expire at the time of the next annual meeting.

Section 4. Duties and Responsibilities of the Board of the Directors

- (a) The Board shall act in accordance with and support the Covenants, act in the best interests of the association, maintain the common property, establish rental policies for use of the common property, maintain the financial solvency of the association and maintain the financial and other records of the association.**
- (b) The Board shall hold an annual meeting of the membership.**
- (c) The Board shall have the authority to hire and release any employees of the association.**
- (d) The Board shall have the authority to sell, acquire or otherwise transfer common property of the association subject to approval of the property owners at a meeting duly called for that purpose. The quorum for voting at said meeting shall be as set forth in Article V Section 4 above.**
- (e) The Board or its designed shall object to and report any violation of any township, county or otherland use to the proper authority.**

ARTICLE VII
BUILDING AND USE LIMITATIONS

Section 1. All lots shall be used for residential purposes only, and no commercial business or manufacturing enterprise shall be conducted on said premises.

Section 2. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall conform to all governmental regulations and shall be kept in a clean and sanitary condition.

Section 3. All building and other land use shall be in accordance with Bayfield County and other governmental land use regulations.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of five (5) years from the date that this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of five (5) years.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so do thereafter.

Section 4. Severability. Invalidation of any one of these covenants by judgment or courts order shall in no way effect any other provision, which shall remain in full force and effect.

Signatures on file with the Bayfield County, Wisconsin Register's Office.

ADJOINING LOTS & PROPERTY ASSESSMENTS

It is the policy under the covenants in Potawatomi that property owners may adjoin up to four (4) connected lots as one for assessment purposes. (Article I, Section 1(d)).

A single annual assessment may be charged for adjoining lots designated as a single lot for assessment purposes. In the event that the owner(s) who obtain permission from the Association to designate lots as a single lot for assessment purposes later sells the lots separately rather than as a unit, the owner(s) shall become responsible to the Association for the assessments due on each lot sold during the period that the lot was treated as an individual lot for assessment purposes. Treatment of adjoining lots as a single for assessment purposes shall be permitted only by prior written authorization of the Association. (Article V, Section 3).

Lots are automatically split when sold and the new owners must request lots be joined and agree to the stipulation in Article V, Section 3.

The Association has one class of voting membership. Each member is entitled to one vote for each assessment paid. Assessments are due and payable on January 1st of each year. If an assessment is not paid by the first day of April of the applicable year, a penalty fee of \$2.00 may be added thereto and from that date interest at the rate of six (6) percent per annum may be added to the delinquent balance and penalty.

If any assessment is not paid by the first day of April of the applicable year, the nonpaying member shall forfeit all rights to the Association until such time as assessments are current, including but not limited to, the right to vote at Association meetings, the right to serve on the board and the right to use the Common Properties.

Potawatomi Property Owners Association

Request To Join Multiple Properties

A maximum of four (4) adjoining properties may be connected.

Date _____

Property Owner(s) Name(s)

We request the PPOA Board of Directors join the following properties to qualify for a single assessment charge per PPOA covenants, Article V, Section 3.

Property 1. _____

Property 2. _____

Property 3. _____

Property 4. _____

I (We) agree to the terms listed below in Article V, Section 3.

Signed _____

Signed _____

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3 Annual Assessments. The annual assessment shall be an amount set by the Board in accordance with section 5 below with one assessment made per lot. A single annual assessment may be charged for adjoining lots designated as a single lot for assessment purposes. In the event that the owner(s) who obtains permission from the association to designate lots as a single lot for assessment purposes later sells the lots separately rather than as a unit, the owner(s) shall become responsible to the Association for the assessments due on each lot sold during the period that the lot was treated as an individual lot for assessment purposes. Treatment of adjoining lots as a single lot for assessment purposes shall be permitted only by prior written authorization of the Association.

Approved _____

Date _____