

BYLAWS

Fairways At Tagalong Homeowners Association, Inc.

5/28/2022

ARTICLE I: Name and Address	1
1.01. Name, Purpose.	1
1.02. Address.	
1.03. Binding Effect.	
1.04. Capitalized Terms.	
ARTICLE II: Membership	
2.01. Membership.	
2.02. Commencement and Termination.	
2.03. Withdrawal or Expulsion.	
2.04. Membership Certificates.	
2.05. Membership Directory.	
2.06. Transfer of Membership.	
2.07. Effect of Condominium Delinquency on Vote.	
2.08. Quorum.	
2.09. Voting.	
2.10. Proxies.	
2.11. Voting Designations of Multiple Unit Owners.	
Article III. Meetings of the Association	
3.01. Place.	
3.02. Semi-Annual Meetings.	
3.03. Special Meetings.	
3.04. Notice of Meetings.	
3.05. Meeting by Conference Telephone or Similar Communication Equipment.	
3.06. Adjourned Meetings.	
3.07. Order of Business and Parliamentary Procedure.	
3.08. Action Without a Meeting by Written Ballot.	
ARTICLE IV: The Board of Directors	
4.01. Number and Qualifications of Directors.	
4.02. Election and Terms of Directors.	
4.03. Removal of Directors.	
4.04. Resignations of Directors.	
4.05. Vacancies.	
4.06. Compensation.	
ARTICLE V: Meetings of the Board of Directors	
5.01. Regular Meetings and Notice.	
5.02. Special Meetings and Notice.	
5.03. Waiver of Notice.	

5.04.	Quorum of Directors/Adjournments.	
5.05.	Order of Business and Parliamentary Procedure.	
5.06.	Meeting by Conference Telephone or Similar Communication Equipment.	
5.07.	Action Without a Meeting by Written Consent.	
ARTICLE VI: Powers and Duties of the Board of Directors		
6.01.	Powers and Duties.	
6.02.	Agreements, Contracts, Deeds, Checks, Etc.	
6.03.	Fidelity Insurance.	
6.04.	Committees.	
ARTICLE VII: Liability and Indemnity		
7.01.	Liability of Directors.	
7.02.	Directors Liability Insurance.	
7.03.	Indemnification of Directors.	
7.04.	Common or Interested Directors.	
ARTICLE VIII: Operation of the Property		
8.01.	Fiscal Year.	
8.02.	Levying and Payment of General Assessments.	
8.03.	Special Assessments.	
8.04.	Default.	
ARTICLE IX: Duties and Obligations of Owners		
9.01.	Rules and Regulations.	
9.02.	Maintenance and Repair of Units.	
9.03.	Right of Access.	
9.04.	Limited Common Elements.	
9.05.	Lease of Units.	
9.06.	Payment of Assessments.	
9.07.	Mortgages.	
9.08.	Record of Ownership.	
9.09.	No Severance of Ownership.	
9.10.	Enforcement of Condominium Documents.	
ARTICLE X: General		
10.01.	Seal.	
10.02.	Interpretation.	
10.03.	Notices.	
ARTICLE XI: Amendment		

ARTICLE I: Name and Address

1.01. Name, Purpose. Fairways at Tagalong Condominium is administered by Fairways at Tagalong Condominium Association, Inc. (the "Association"). The Association is a Wisconsin corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

1.02. Address. The location of the principal office of the Association shall be 2853 29th Ave., Suite 3, Birchwood, WI 54817.

1.03. Binding Effect. The Association is governed by Bylaws. Every Unit Owner shall comply strictly with the Bylaws and with the rules adopted under the Bylaws, as the Bylaws or rules are amended from time to time, and with the covenants, conditions and restrictions set forth in the Declaration.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Fifth Amended Declaration recorded in the Office of the Register of Deeds for Barron County, Wisconsin as Document No 879878. (the "Declaration").

ARTICLE II: Membership

2.01. Membership. The membership of the Association shall consist exclusively of all Owners of the Condominium. Although all Owners are members of the Association, only one (1) vote shall exist for each Unit. Consistent with Article I Section 19 of the Declaration, the total number of Units is seventy-three (73) Units, which are entitled to vote and are obligated to pay general assessments and special assessments.

2.02 Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If an Owner leases his or her Unit, the Owner shall continue to be a member of the Association and cannot assign membership to the leasor. If an Owner's ownership interest passes to his, her, or its personal representative or to a trustee upon the Owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion.
No Owner may voluntarily withdraw from membership in the Association, nor may any Owner be expelled from such membership.

2.04. Membership Certificates.
Membership certificates shall not be issued.

2.05. Membership Directory. The Association shall maintain a current membership directory (the "Membership Directory") listing all Owners of each Unit, the current mailing address for each Owner to which notices of Association meetings shall be sent, and, in the case of multiple Owners of a Unit, the Owner, if any, designated to cast any or all votes pertaining to

such Unit in accordance with the Declaration and Section 2.11 of these Bylaws. Each Owner shall promptly provide written notice to the Association of any transfer of his, her, or its Unit as provided in Section 2.06 and of any change in such Owner's name or current mailing address. No Owner may vote at meetings of the Association until the name and current mailing address of such Owner has been provided to and validated by the Secretary of the Association. Without consent of the Board, the Membership Directory may not be obtained or used by any person not a Member or for any purpose unrelated to the Members' interests as Members. The Membership Directory may not be used for any of the following: solicitation, commercial purposes or sale of lists.

2.06. 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. Upon transfer of a Unit, the transferee shall give the Secretary of the Association, as soon as possible thereafter, written notice of such transfer, including the name of the new Owner(s), identification of Unit, 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 appropriate changes to the Membership Directory effective as of the date of transfer.

2.07. Effect of Condominium Delinquency on Vote. No Owner may vote on any matter submitted to a vote of the Owners if the Owner is delinquent more than 60 days on any dues, assessments or fines.

2.08. Quorum. Twenty-five percent (25%) of the total eligible votes of the Association shall constitute a quorum at all meetings of the Owners for the transaction of business.

2.09. Voting. Votes may be cast in person, via proxy, or via electronic ballots at the option of the Board of Directors (the "Board"). The act of a majority of votes present in person, electronically, or by proxy at any meeting at which a quorum is present shall be the act of the Owners, unless the question requires a different vote by express provision in the Declaration; Articles of Incorporation of the Association (the "Articles"); the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes as amended; Wisconsin Nonstock Corporations Act, Chapter 181, Wisconsin Statutes as amended; or these Bylaws, in which case such express provision shall apply. Voting results must be documented and included in the meeting minutes. "Written" or "in writing" includes a communication that is transmitted or received by electronic means.

2.10. Proxies. A member may appoint a proxy to vote or otherwise act for the member by signing a proxy form. This form may be delivered in person, via postal service, or in electronic format to the Secretary no later than twenty-four (24) hours prior to the appointed meeting time. A proxy must be another member unless approved by the Board. The proxy is effective when received by the Secretary no later than 24 hours prior to the appointed time of the meeting. A proxy is effective for a maximum period of 180 days following its issuance.

2.11. Voting Designations of Multiple Unit Owners. Since a Unit may be owned by more than one person or by a trust or other business entity, the person who shall be entitled to cast the vote of such Unit shall be the natural person named in a certificate executed by all of the Owners of such Unit and filed with the Secretary or, if such named person is absent from the meeting (or such a person has not been named), the person who shall be entitled to cast the vote of such Unit shall be the Owner who is present at such meeting, if only one such Owner is

present. If more than one Owner is present and no certificate has been filed with the Secretary (or, if the person named in the certificate for such Unit is not present), the vote appertaining to such Unit shall be cast in accordance with the agreement of a majority of the Owners of such Unit who are present, and the consent of such Owners shall be conclusively presumed if any one of them purports to cast the vote appertaining to such Unit without protest being made by another Owner to the presiding officer of the meeting. If protest is made, such Unit shall be counted solely for the purpose of determining whether a quorum is present. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

ARTICLE III: Meetings of the Association

3.01. Place. The Board will select the location of a meeting, which shall be stated in the notice of meeting.

3.02. Semi-Annual Meetings. The Association shall have semi-annual meetings. The Board may designate the time and place of the semi-annual meetings of the Association. The first semi-annual meeting will be held in the spring for the purpose of transacting any business authorized to be transacted by the Owners or the Board. The second semi-annual meeting will be held in the fall for the purpose of electing appropriate Board members, reviewing the preliminary budget for the next fiscal year and transacting any other business authorized to be transacted by the Owners or the Board.

3.03. Special Meetings. Special meetings of the Association shall be held whenever called by the President or any three (3) members of the Board and must be called within 30 days upon receipt by the Board of a written request signed by the Owners with one-third (1/3) or more of all Units who are eligible to vote.

3.04. Notice of Meetings. Written notice of all meetings of the Association stating the time and place (whether physical or virtual) and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each Owner's e-mail address or mailing address as it appears in the Membership Directory on file with the Association and shall be e-mailed, mailed or personally delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of a future meeting may be cancelled or rescheduled with at least a 10-day written notification prior to the scheduled meeting. Notice of meetings is sent to the Membership by the Communications Director on behalf of the President or Secretary.

3.05. Meeting by Conference Telephone or Similar Communication Equipment. To the extent permitted by law, Owners may participate in any meeting of the Association by means of a conference telephone or other communication equipment if all persons participating in such meeting can hear each other at the same time. Such participation shall constitute presence in person at any such meeting. In the event that such telephone communication constitutes a regular meeting or special meeting of the Association, then the notices required in Section 3.04, above, shall be provided in the manner described.

3.06. Adjourned Meetings. If any meeting of the Association cannot be held because a quorum as defined in Section 2.08 is not represented, Owners holding a majority of the votes present at such meeting, either in person, electronically, or by proxy, may adjourn the meeting,

without further notice other than announcement at the meeting, to a time not less than forty-eight (48) hours from the time the original meeting was called.

3.07. Order of Business and Parliamentary Procedure. Meetings of the Association follow the accepted rules, ethics, and customs governing meetings as described in Roberts Rules of Order Newly Revised (12th Edition) and as revised from time to time.

3.08. Action Without a Meeting by Written Ballot. Any action that may be taken at an annual, regular or special meeting of members may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote of the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter, and the time by which the ballot must be received by the Secretary in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the numbers of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. A written ballot may not be revoked or altered once received by the Secretary. "Written ballot" includes a ballot transmitted or received by electronic means. This action is permitted by Chapter 181 of the Wisconsin Statutes.

ARTICLE IV: The Board of Directors

4.01. Number and Qualifications of Directors. Members of the Board of Directors serve as Officers of the Association. Members of the Board will simultaneously be elected by the Association to serve on the Board and to hold a specific officer position as set forth in this Section. Members of the Board of Directors will be required to sign the Association Ethics Statement as presented in the Book of Regulations.

The Board shall consist of seven (7) voting members and one (1) non-voting member (Past President), to be classified with respect to the roles and responsibilities as set forth in this Section. A Unit Owner that is delinquent more than 60 days on dues, assessments or fines may not be elected to the Board. Board members that become delinquent more than 60 days on dues, assessments or fines must resign from the Board unless assessments become current within thirty (30) days of notice. Only one person from a Unit is eligible to be a voting member on the Board at any point in time. All Board members shall develop a basic knowledge of the current Declaration and Bylaws, as well as a basic familiarity with the Wisconsin Condominium Ownership Act.

(a) Past President. The Past President is a non-elected position occupied by the previous year's President and shall be part of the Executive Committee of the Board. The Past President is an advisory role and shall provide expertise and historical perspective on items before the Board. The Past President will have no voting rights on the Executive Committee or the Board.

(b) President. The President serves a two-year term. The President shall preside over all meetings of the Executive Committee, the Board, and the Association. The President shall have all the general powers and duties usually vested in the office of

the President, including, but not limited to, deciding all Board tie votes, the power to sign contracts, checks, electronic transfers, or other instruments on behalf of the Association. The President shall maintain focus on the general management of the Board and the Association; however, the President shall not be a regular member of any standing or special committee (exclusive of the Executive Committee or advisory council).

- (c) Vice President.** The Vice President serves a two-year term. The Vice President shall assist the Secretary in the counting of all Association electronic or manual votes and approve the counts' authenticity. The Vice President shall also perform such other duties as shall from time to time be assigned by the Board. This may include leading or providing direction to special committees. The Vice President will take the place of the President and perform the President's duties whenever the President is absent or unable to act in that capacity.
- (d) Secretary.** The Secretary serves a two-year term. The Secretary shall keep the minutes of all Executive Committee, Board and Association meetings. The Secretary shall count and record all votes; shall have charge of all vote results and records; and shall, in general, perform all duties related to the office of Secretary. The Secretary shall maintain a current Membership Directory showing the membership pertaining to each Unit and the person(s) who may be designated to cast one (1) vote pertaining to such Unit. The Secretary shall be responsible for receiving changes to the Membership Directory in writing and signed by persons with ownership interest in the Unit. The Secretary shall be responsible for reviewing all documentation being distributed in the name of the Board to the Association. The Secretary is responsible for maintaining records of the Association in a manner compliant with Chapter 181, Wisconsin Statutes. Record retention may be in paper or electronic format. The Secretary is responsible for coordinating the election process and communicating the election results. If both the President and Vice President are absent or unable to act, the Secretary will take their place and perform the President's responsibilities.
- (e) Treasurer.** The Treasurer serves a two-year term. The Treasurer is responsible for the Association finances. The Treasurer forecasts general fund and reserve account needs; works with the Board and Standing Committees to set the budget; tracks expenses compared to budget; provides financial management reports ; serves as Board liaison to accounting service providers; reviews vendor invoicing; approves and pays association bills; facilitates invoicing and association fee and assessment collecting; and implements collection procedures when necessary. The Treasurer chairs the Finance Committee.
- (f) Property, Plant & Equipment Director.** The Property, Plant & Equipment Director ("PP&E Director") serves a two-year term and chairs the PP&E Committee. The PP&E Director manages the needed maintenance, repairs and improvements for the Association Common Elements and Facilities for buildings, grounds and equipment and related contracts. This includes heating, cooling, plumbing, electrical, water, septic, parking and roads for the Common Elements and Facilities. Also oversees the grounds, including lawns, flowers, shrubs, snow removal.
- (g) Operations Director.** The Operations Director serves a two-year term and chairs the Operations Committee. The Operations Director manages the contractual obligations for Common Elements and Facilities for properties owned and/or leased by the

Association not managed by the PP&E Director. This includes contracts for Property Coordinator and Events Manager, Laundry Facility and Boat Slip Assignments. The Operations Director also manages the Association insurance needs for property, liability, fidelity, director/officer and workers compensation, in accordance with the Declaration.

(h) Communications Director. The Communications Director serves a two-year term and chairs the Communications Committee. The Communications Director is responsible for all communications to the Owners sent on behalf of the Board or other Associates as directed by the Board. The Communications Director assists the Secretary in maintenance of the Membership Directory as defined in Article II, 2.05 of these Bylaws.

4.02. Election and Terms of Directors. The Board shall be elected at the fall semi-annual meeting of the Association as described in Section 3.02 of these Bylaws. All elected Board positions will be for a two (2) year term. Positions will be elected on a biannual basis. There will be four (4) positions elected one year and three (3) elected the following year. President, Vice President, PP&E Director and Communication Director will be elected at the meeting in even numbered years. Treasurer, Operations Director and Secretary will be elected at the meeting in odd numbered years. Terms commence on January 1st following the Association fall semi-annual meeting at which they were elected. There are no term limits.

The current Secretary shall coordinate the election process. Potential candidates will provide a short description of their history relevant to the Association. This information along with ballots shall be distributed to all Owners prior to the actual election. The Secretary shall collect election results via ballots received from the Owners through mail, electronically, e-mail or delivered at an Association meeting.

4.03. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the eligible Owners.

4.04. Resignations of Directors. A member of the Board may resign at any time by delivering written notice to the Secretary. A resignation is effective when the notice is received by the Secretary unless the notice specifies a later effective date. If a Director becomes delinquent over 60 days on any dues, assessments or fines, the Director must submit a letter of resignation or make current any delinquent amounts within thirty (30) days of being notified of the delinquency.

4.05. Vacancies. If the office of any Director becomes vacant, such vacancy shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board held for that purpose promptly after the occurrence of such vacancy, even though the Directors present may constitute less than a quorum, and the term of each person so elected shall extend until a successor is elected in accordance with the Bylaws.

4.06. Compensation. No Director of the Association shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership. However, Directors and others as authorized by the Board may be reimbursed for expenses incurred in performing Association business, under the direction of the Association or on behalf of the Association.

ARTICLE V: Meetings of the Board of Directors

5.01. Regular Meetings and Notice. Regular meetings of the Board shall be at the discretion of the President and majority vote of the Board. The time and place of meetings is at the discretion of the Board. Notice of these regular meetings is not required.

5.02. Special Meetings and Notice. Special meetings of the Board may be called by the President or by three (3) Directors with at least three (3) days' prior written notice to each Director given personally, electronically or by mail. The notice shall state the time, place, and purpose of the meeting.

5.03. 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 receipt 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. 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.

5.04. Quorum of Directors / 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 the 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 shall be less than a quorum present, the majority of those present may reconvene the meeting from time to time without further notice. At any such reconvening of the adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted.

5.05. Order of Business and Parliamentary Procedure. Meetings of the Directors and/or the Executive Committee follow the accepted rules, ethics, and customs governing meetings as described in Roberts Rules of Order Newly Revised (12th Edition.) and as revised from time to time.

5.06. Meeting by Conference Telephone or Similar Communication Equipment. To the extent permitted by law, members of the Board may participate in any Board meeting by means of a conference telephone, video conference or other communication equipment if all persons participating in such meeting can hear each other at the same time. Such participation shall constitute presence in person at any such meeting.

5.07. Action Without a Meeting by Written Consent. Any action required to be approved by the Board may be approved without a meeting of the Board if the action is approved by two-thirds (2/3) of the Board. "In writing" or "written" includes a communication that is transmitted or received by electronic means. This action is permitted by Chapter 181 of the Wisconsin Statutes.

ARTICLE VI: Powers and Duties of the Board of Directors

6.01. Powers and Duties. The Board shall govern the affairs of the Association. The Board shall have all powers and duties as shall be necessary to govern the affairs of the Association, including approval of a final budget. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and these Bylaws. In addition to each Director's individual responsibilities as an officer of the Association as set forth in Section 4.01 of these Bylaws, the powers and duties of the Board also include, but are not limited to, the following:

- (a)** Adopting a budget for revenues, expenditures, and reserves.
- (b)** Providing by the end of January an annual report to the Owners of (i) Board accomplishments, (ii) profit/loss statements for previous fiscal year, (iii) a list of Board objectives and (iv) the approved budget for coming fiscal year.
- (c)** Levying and collecting general assessments and special assessments and disbursing funds in payment of the Association's expenses.
- (d)** Managing, maintaining, repairing, replacing, improving, operating, and regulating the Common Elements, Limited Common Elements, and any property owned or leased by the Association.
- (e)** Granting easements, licenses, and rights-of-way through or over the Common Elements.
- (f)** Hiring and supervising any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board determines are necessary or appropriate.
- (g)** Suing on behalf of the Association.
- (h)** Making contracts and incurring liabilities.
- (i)** Purchasing, taking, receiving, renting, or otherwise acquiring and holding any interest in real or personal property, including any Unit of the Condominium.
- (j)** Selling, conveying, mortgaging, encumbering, leasing, exchanging, transferring, or otherwise disposing of any interest in real or personal property, including any Unit of the Condominium.
- (k)** Receiving any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association.
- (l)** Adopting, amending, and repealing any regulations within the Book of Regulations, including such rules and regulations governing the operation, maintenance, and use of any portion of the Property and the personal conduct of any person on or with regard to the Property and the imposition of charges for the use of Common Elements and penalties for infractions of the Book of Regulations.

(m) Amending the Bylaws in accordance with Article XI and the Book of Regulations as necessary to remain in compliance with applicable legal and insurance requirements.

(n) Insuring the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable.

(o) Keeping all books and records and preparing accurate reports of all transactions of the Association.

(p) Appointing committees to carry out any tasks that the Board deems necessary or appropriate.

(q) Designating depositories and establishing accounts for the funds of the Association and determining which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts. The Board has the right to invest Association funds in a financially prudent manner, including in publicly traded stocks and bonds.

(r) Maintaining such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board may deem proper or as may be required by law.

(s) Delegating any or part of the powers and duties of the Board to committees of the Association or to a manager or managing agent.

6.02. Agreements, Contracts, Deeds, Checks, Etc. All Association initial non-standard contractual obligations must be reviewed by Operations Director to determine if they need to be reviewed by Association legal counsel. All invoices and checks shall be processed through a Board approved accounting firm. Bill payments shall then be set up by the accounting firm for online approval and payment by the Association Treasurer or by another person as may be designated by the Board. The Treasurer shall notify and review with the President or Vice President any invoices exceeding \$10,000 prior to approval and payment. All income and expense items shall be available for review at each Board meeting.

6.03. Fidelity Insurance. The Board may require that some or all Directors, volunteers, and/or employees of the Association handling or responsible for the Association's funds be covered by adequate fidelity insurance, as set forth in the Declaration. The premiums on any such insurance shall be paid for by the Association and shall constitute a Common Expense.

6.04. Committees. There shall be six standing committees as more fully described in this Section. The Board may from time to time expand and/or disband such standing committees or appoint special committees from among its own membership and/or from among the Association as the Board deems desirable to assist in the administration or operation or affairs of the Property. The standing committees are:

(a) Executive Committee. This committee shall be comprised of the Past President, President, Vice President, Secretary, and Treasurer. The Executive Committee will develop long-term strategies for the Association.

(b) Property, Plant, and Equipment (PP&E). The PP&E Director chairs this committee. This committee's primary focus is to identify needed repairs and improvements to the grounds, buildings, and equipment; estimate the cost of repairs and improvements; and make recommendations to the Board for budgeting, approval and funding. Upon approval, this committee's responsibility is to follow through with completion of projects as approved by the Board. This committee examines, negotiates, and recommends the most appropriate contract agreements to the Board as it relates to PP&E. This committee is also responsible for ensuring Article VI, Architecture Control requirements are met as defined in the Declaration.

(c) Operations Committee. The Operations Director chairs this committee. This committee's primary focus is to govern and manage the Association's contractual obligations for Insurance, Property Coordinator, Events Manager, Laundry, Boat Assignments and other contracts as they relate to Operations of the Association. This committee examines, negotiates, and recommends the most appropriate operations management company to the Board and is responsible for the relationship with the contracted management company, if any. This Committee manages the Boat Slip Policy, which includes the annual assignment of boat slips. The Insurance Committee is a sub-committee of the Operations Committee. This committee monitors, negotiates and oversees the Association insurance needs to make sure all insurance is in place to protect the Association. This includes, but is not limited to property, liability, fidelity, workers compensation and director/officer insurance in accordance with the Declaration.

(d) Communications Committee. The Communications Director chairs this committee. The Communications Director assists the Secretary in maintenance of the Membership Directory as defined in Article II, 2.05 of these Bylaws. The Communications Director is responsible for all communications to the owners sent on behalf of the Board or other Associates as directed by the Board.

The Communications Committee is responsible for the dissemination of Board communications to members of the Association. This includes general information announcements, publishing of periodic newsletters, and contact with new owners in order to maintain the Association Membership Directory. The focus of these communications is to promote the use of facilities, encourage relationships, and to develop goodwill and visibility within the community. The Ambassadors Committee is a sub-committee of the Communications Committee. The Ambassadors welcome new Owners and inform and educate them regarding the Association. The Ambassadors have a chairperson who reports to the Communications Director.

(e) Finance Committee. The Treasurer chairs this committee. The committee also consists of a bookkeeper/accountant and other Association members, as needed. The committee's primary focus is to prepare a proposed budget for Board approval; prepare requested financial statements for the Board, Owners; oversee financial services providers such as accounting services, tax preparation and banking; recommend new financial service products and services; recommend funding for special projects through loans and/or promissory notes when necessary; evaluate and recommend investment options for Association funds; and recommend collection policies and procedures.

(f) Financial Review Committee. This committee, appointed by the Board, will consist of three individuals, at least one of whom is not an Owner. This committee's primary focus is to conduct an annual financial review of the financial matters of the Association. The committee's final annual financial review will be distributed to the Board. Based upon the results of the financial review, the committee may recommend an audit to the Board. The appointed chair is at the discretion of the committee.

ARTICLE VII: Liability and Indemnity

7.01. Liability of Directors. 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 of the Association, if such person: (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her 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 employees of the Association, which the person 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.

7.02. Directors Liability Insurance. The Board shall require that all Directors/Officers and Committee volunteers of the Association be covered by adequate Directors and Officers liability insurance. The premiums on any such insurance shall be paid for by the Association and shall constitute a Common Expense.

7.03. Indemnification of Directors. The term "Statute," as used in this Section 7.03, shall mean Sections 181.0871 through 181.0889 of the Wisconsin Nonstock Corporations Act and all amendments thereto which permit or require the Association to provide broader indemnification rights than prior to the amendment. All other capitalized terms used in this Section 7.03 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Wisconsin Nonstock Corporations Act. The Association shall, to the fullest extent permitted or required by the Statute, indemnify each Director against any and all Liabilities and advance any and all reasonable Expenses as incurred by a Director arising out of or in connection with any Proceeding to which such Director is a Party because he or she is a Director of the Association. A Director who seeks indemnification shall make a written request to the Association. The Association shall also indemnify its employees acting within the scope of their duties as employees, to the same extent as Directors hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses to which such person may be entitled under any written agreement, Board resolution, vote of the Association, the Statute or otherwise. The Association may, but shall not be required to, supplement the right to indemnification against Liability and advancement of Expenses under this Section 7.03 by the purchase of insurance on behalf of any one or more of such persons, whether or not the Association would be obligated to indemnify such person under this Section 7.03. If the Association indemnifies or advances Expenses to a Director in connection with a Proceeding by or in the right of the Association, the Association shall report the indemnification or advance in writing to the Owners with or before notice of the next meeting of the Association.

7.04. Common or Interested Directors. Each Director shall exercise said Director's powers and duties in good faith and in the best interests of the Association. Any contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm or association in which any of the Directors of the Association are

directors or are financially or otherwise interested, shall be voidable at the Board's discretion because of such relationship or interest or because any such Director is present at the meeting of the Board or any committee thereof which authorizes, approves or ratifies such contract or transaction, or because said Director's vote(s) is (are) counted for such purpose, except if any of the conditions specified in any of the following subparagraphs exists:

(a) The material facts of such relationship or interest are disclosed or known to the Board or committee which authorizes, approves, or ratifies such contract or transaction in good faith and by a vote sufficient for the purpose, without counting the vote(s) of such interested Director(s); or

(b) The material facts of such relationship or interest are disclosed or known to Owners holding at least a majority of all of the votes in the Association and such Owners authorize, approve or ratify such contract or transaction in good faith and by a vote sufficient for the purpose; or

(c) Such contract or transaction was fair, upon terms usual and customary in the Barron County vicinity and commercially reasonable to the Association.

Any common or interested Director may be counted in determining the presence of a quorum at any meeting of the Board or committee thereof which authorizes, ratifies, or approves any contract or transaction. A Director shall not be considered "interested" within the meaning of this Section 7.04 by virtue of his or her proxy status for another Owner or by virtue of voting upon a matter that affects such Owner's Unit in addition to other Units owned by other Owners.

ARTICLE VIII: Operation of the Property

8.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

8.02. Levying and Payment of General Assessments. The Board, by a vote of two-thirds (2/3) of the Directors, shall determine the Common Expenses of the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated Common Expenses and reserves of the Association for the ensuing year. The amount required by such budget shall be assessed and charged against the Units and allocated among the Owners according to their respective ownership of the Units as set forth in the Declaration.

8.03. Special Assessments. The Board of Directors, by a vote of two-thirds (2/3) of the Directors, may approve and levy a special assessment or assessments, totaling no more than five thousand dollars (\$5,000.00) per calendar year per Unit or such greater amount as is approved by a majority of the Owners eligible to vote. An increase in the amount the Board may approve will require an amendment to these Bylaws as described in Article XI.

8.04. Default. If an Owner is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board will enforce the Association Collection Policy as described in the Book of Regulations. Payments in default will include costs of collection, us attorney's fees, plus interest at the rate of 1.5% of the amount due compounded monthly until paid in full. Payment on delinquent accounts shall be applied first to attorney fees, then to costs, then to fines, then late fees, then interest and finally charges or assessments.

ARTICLE IX: Duties and Obligations of Owners

9.01. Rules and Regulations. The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles, these Bylaws, and the Book of Regulations of the Association. The Board shall adopt a Book of Regulations governing the operation, maintenance, and use of facilities and Common and Limited Common Elements by the Owners and occupants. Such Book of Regulations of the Association shall not be inconsistent with the terms of the Declaration, or the contracts, documents, and easements referred to in the Declaration and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements, Limited Common Elements, and facilities by persons entitled thereto. The Owners, their tenants or guests, any person providing property management services for a Unit, and any occupants of the Units shall conform to and abide by all such rules and regulations contained in the Book of Regulations. A violation of the Book of Regulations shall constitute a violation of the Declaration. The Association, through its Board, shall designate such means of enforcement thereof as it deems necessary and appropriate and the same shall be detailed in the Book of Regulations. The Book of Regulations may be altered and amended by a majority vote of the Board.

9.02. Maintenance and Repair of Units. Every Owner must perform properly, or cause to be performed, all maintenance and repair work within the Owner's Unit, which, if omitted, would affect the Property in its entirety, or any other Unit; and such Owner shall be personally liable to the Association for any damages caused by his or her failure to do so. The Association may elect to repair or hire an individual or entity to repair said damaged area and levy the costs incurred in completing such repairs as a Non-common Expense by special assessment upon the Unit and Owner.

9.03. Right of Access. An Owner shall grant a right of access to the Owner's Unit to the manager, the managing agent, and any other person authorized by the Board, the manager, or the managing agent to make inspection; to correct any condition originating in the Owner's Unit and threatening another Unit or a Common Element or Limited Common Element; to install, alter, or repair mechanical or electrical services in other Common Element or Limited Common Elements or facilities in his or her Unit or elsewhere in the building; and to correct any condition which violates the provisions of any Mortgage encumbering any Unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the Owner. However, in case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.

9.04. Limited Common Elements. Every Owner must maintain the Limited Common Elements appurtenant to the Owner's Unit in clean and proper condition, subject to the Association's obligation to maintain Limited Common Elements pursuant to the Declaration. Common driveways shall not be obstructed by vehicles or other objects that interfere with another person's access to his or her Unit.

9.05. Lease of Units. Owners may enter into long term leases (i.e., a term of more than 30 days) or short-term leases (i.e., a term of 30 days or less) for the Owner's Unit or any part thereof if the Owner complies with the requirements established in this Section and all additional obligations contained in the Book of Regulations. No Owner may lease a Unit to any other person or entity unless said Owner:

- (a) Secures all required permits, collects all required taxes, and complies with all other applicable federal, state, or local laws or regulations related to such rental. A copy of Owner's lodging permit, seller's permit (if applicable), and tax ID must be sent to the Secretary prior to renting the Owner's Unit;
- (b) Collects appropriate resort fees or fees-for-use, if any, and remits such fees to the Association as required by the Book of Regulations.
- (c) Enters into a written lease agreement with such tenants which (i) contains a statement obligating tenant to abide by the Declaration, the Articles, the Bylaws, and the Book of Regulations and providing that the lease is subject and subordinate to the same and (ii) provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, or the Book of Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws, and the Book of Regulations, the right to evict the tenant or terminate the lease after providing any notices required by law should any such violation occur; and
- (d) Provides to the Association a true and complete copy of the lease form Owner intends to use to lease the Unit or any changes to said lease form at least ten (10) days prior to executing any such leases with prospective tenants.

During the term of lease of all or any part of a Unit, each Owner shall remain liable for the compliance of the Unit, such Owner, and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Book of Regulations and shall be responsible for securing such compliance from the tenants of the Unit. The restrictions against leasing contained in this Section 9.05 shall not apply to leases of the Units by the Association or any entity owned by the Association.

9.06. Payment of Assessments. No Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease the Owner's Unit unless and until the Owner shall have paid in full to the Association all unpaid Common Expenses or regular or special assessments theretofore assessed by the Board against the Owner's Unit and until the Owner shall have satisfied all liens for unpaid condominium assessments against such Unit.

9.07. Mortgages. An Owner who mortgages his/her Unit must notify the Association of the name and address of all mortgagees and lien holders upon written request from the Board or legal representative thereof.

9.08. Record of Ownership. Every Owner shall promptly cause to be duly recorded or filed of record the deed, assignment, or other conveyance to the Owner of such Unit or other evidence of the Owner's title thereto and shall file such document with and present such other evidence of the Owner's title to the Board. The Secretary shall maintain all such information in the record ownership of the Association.

9.09. No Severance of Ownership. No Owner shall execute any deed, Mortgage, or other instrument conveying or mortgaging title to the Owner's Unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, Mortgage, or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any Unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the Unit to which such interest is appurtenant, or as a part of a sale, transfer, or other disposition of such part of the appurtenant interests of all Units.

9.10. Enforcement of Condominium Documents. It shall be the responsibility of each Owner to see that the occupants and tenants of the Unit owned by such Owner, and the employees, agents, representatives, invitees, and guests of such Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Wisconsin Condominium Ownership Act, the Book of Regulations, and any decisions made by the Association, the Board, or any committees of the Association that are authorized by any of the foregoing. Owners should report infractions to the Board in writing, and the Board shall reply to the reporting Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Wisconsin Condominium Ownership Act, the Book of Regulations, or any authorized decision of the Association, the Board, or any committee of the Association, the Board shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including, but not limited to, fines, suspension of voting privileges and/or placing a lien against the Unit in violation, or legal action against the offending Owner or the Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Owner in which the Association is the prevailing party, the Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Wisconsin Condominium Ownership Act, the Book of Regulations, and any authorized decision of the Association, the Board, or any committee of the Association.

ARTICLE X: General

10.01. Seal. The Board may elect to provide a corporate seal that shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

10.02. Interpretation. These Bylaws shall be interpreted as follows:

- (a) These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporations Act. If any provision of these Bylaws shall be held invalid, such

invalidity shall not render invalid any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporations Act in effect on the date of the adoption of these Bylaws.

- (b) Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Owners.

10.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporations Act, notices to any Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of notices delivered electronically or in person, on the date when the notice is delivered to the address on file with the Secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the Secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XI: Amendment

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

This instrument was amended by the Fairways at Tagalong Condominium Association Bylaws Committee and approved by the Fairways at Tagalong Condominium Association on June 11, 2022.