

Bylaws

Document Number

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WRDA Rev. 12/22/2010

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WRDA Rev. 12/22/2010

**BYLAWS
ASHBURY EAST HOMEOWNER'S ASSOCIATION, LLC.**

**ARTICLE I
NAME AND LOCATION**

The name of the Association is **Ashbury East Homeowner's Association, LLC**, a Wisconsin limited liability company (hereinafter referred to as the "Association"). These Bylaws are adopted as the Bylaws of the Association. The principal office of the Association (until otherwise designated by the Board of Directors of the Association (the "Board") shall be located at 8501 75th St., Suite H, Kenosha, WI 53142, and meetings of Owners and directors may be held at such other places within the State of Wisconsin, County of Kenosha, as may be designated by the Board.

**ARTICLE II
DEFINITIONS**

Unless otherwise set forth herein, the terms used in these Bylaws shall have the same meanings ascribed to such terms as set forth in the Declaration of Covenants, Conditions and Restrictions for Ashbury East Homeowner's Association, LLC (the "Declaration"), which has been executed by the Developer with respect to a community known as Ashbury East and was filed for recording in the Office of the Kenosha County Register of Deeds on December 22, 2020 as Document Number 1886456, as such Declaration may be amended from time to time, and which Declaration is incorporated herein by this reference.

**ARTICLE III
OWNERS**

3.1 Annual Meetings of Owners: On the earlier of 60 days after 90 percent (90%) of the lots in the subdivision (including any platted additions thereto) have been sold and conveyed by the Developer or 3 years after the recording of the Articles of Incorporation of the Association, or such earlier time as determined by the initial Board of Directors, those Directors shall call the first annual meeting of the property owners. At this meeting, all the property owners shall elect a Board of Directors. Thereafter, the regular annual meeting of the Owners shall be held not later than six (6) months past the end of the fiscal year of the Association, on a date (which is not a legal holiday) and at such place within the State of Wisconsin, County of Kenosha, as shall be designated pursuant to Section 3.3 below. If no such date is designated, the annual meetings shall be held on the Second Tuesday in January, if not a legal holiday, and if a legal holiday, then the next business day succeeding. The Owners shall, at such annual meeting, elect a Board for the ensuing year, in the manner provided in Article IV hereof, and shall have authority to transact any and all business which may be brought before such meeting. The Owners may transact other business at the meetings as may properly come before them.

3.2 Special Meeting of Owners: Special meetings of Owners shall be held at such place within the State of Wisconsin, County of Kenosha as shall be designated in the call of the meeting. Special meetings may be called by the President at any time and must be called by the President when so requested in writing by any two (2) Directors or by twenty-five (25%) percent of the Owners.

3.3 Notice of Meetings: Written notice of the place, date, and time of every annual or special meeting of Owners shall be mailed via first class mail or electronic mail to each Owner, at least fifteen (15) days before such meetings. Each Owner shall register his/her mailing address and email address with the Association, and notices of meetings shall be mailed or emailed to him/her at such address, and if no such address has been registered, said notice shall be mailed via first class mail at the last known address of the Owner. If for a special meeting, such notice shall state the object or objects of the meeting. It shall not be necessary that notice of an annual meeting specify the business to be transacted at such meeting, but such notice shall specify the number of Directors to be elected at such annual meeting.

3.4 Quorum: Unless otherwise provided in the Declaration, a quorum at any meeting of Owners, whether annual or special, shall consist of the presence at such meeting, in person or by proxy, of Owners entitled to cast one-third (1/3) of the votes. Unless otherwise provided in the Articles of Incorporation of the Association, or in the Declaration, or in these Bylaws, a majority of the votes entitled to be cast by all Owners present at a meeting shall be necessary and sufficient to decide and at upon any question which shall come before the meeting. No business shall be transacted at any meeting unless a quorum is present.

3.5 Voting: Voting rights of Owners shall be as set forth in the Declaration. Where any Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised by only such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such Owner, and delivered to the Secretary of the Association.

3.6 Adjournment: Any meeting of Owners at which a quorum has or has not attended may be adjourned at the option of the Owners by vote of a majority of the authorized votes of the Owners who are present, either in person or by proxy, at the meeting.

ARTICLE IV BOARD OF DIRECTORS

4.1 Number: The affairs of the Association shall be managed by an initial Board of three (3) Directors, who need not be Owners, and who shall be appointed and removed in accordance with Section 2.2 of the Declaration. The Board may be increased as provided in Section 4.2 hereof, and once the control of the Association passes to the Owners, as provided in the Declaration, the affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors.

4.2 Terms of Office: All Directors shall be elected to serve a term of two (2) years and elections shall be held accordingly each year. All Directors shall hold office until their successors have been elected. The number of Directors may be increased or decreased by vote of the Owners.

4.3 Compensation: No Director shall receive compensation for any service he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

4.4 Action Taken Without a Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.5 Nomination: Nomination for elected Owners to the Board of Directors shall be made by the Owners in writing in advance of the annual meeting. Nominations may also be made from the floor at the annual meeting.

4.6 Election: Election to the Board shall be by secret ballot. At such election the Owners or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

4.7 Organizational Meeting: The first meeting of the members of the Board of Directors following the first annual meeting of the Owners shall be held within ten (10) days after the annual meeting at a time and place fixed by the Owners at the meeting at which the Board of Directors has been elected and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute the meeting, provided a majority of the whole Board of Directors shall be present at the meeting.

4.8 Regular Meetings of Directors: Regular meetings of the Board shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

4.9 Special Meetings of Directors: Special meetings of the Board shall be held at such place within the State of Wisconsin, County of Kenosha as shall be designated in the call of such meetings. Special meetings of the Board of Directors may be called by the President at any time, in his/her discretion, and must be called by the President whenever so requested in writing by two (2) members of the Board.

4.10 Notice of Meetings: Notice of special meetings of the Board shall be given by the President or the Secretary to each member of the Board, not less than three (3) days before the

time at which meetings are to convene. Said notices may be given by telephone, or by any other form of written or verbal communication. It shall not be necessary for notices of special meetings of the Board to state the purposes of objects of the meeting. Action may be taken by the Directors without a meeting if such action is consented to in writing by all the Directors.

4.11 Quorum: A quorum at any meeting of the Board shall consist of a majority of the members of the Board. Unless otherwise provided in the Articles of Incorporation of the Association, or in these Bylaws, or in the Declaration, a majority of those present at any meeting at which a quorum is present may decide all questions which may come before the meeting.

4.12 Removal of Members of the Board of Directors: At any regular or special meeting of Owners, any one or more of the members of the Board of Directors previously elected by the Owners may be removed with or without cause by a majority of the authorized votes of all Owners, and a successor may be elected to fill the vacancy created.

4.13 Vacancies: Vacancies in the Board of Directors caused by any reason, other than the removal of a Board Member by a vote of the Owners, shall be filled by a vote of a majority of the remaining Board Members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of the vacancy even through the Board Members present at the meeting may be less than a quorum, and each person so elected shall be a Board Member of the Board of Directors for the remainder of the term of the Board Member so removed until a successor is elected.

4.14 Powers: The Board shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the common property and facilities, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association;
- (c) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Ownership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board to be vacant in the event such Owner shall be absent from three (3) consecutive regular meetings of the Board; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

4.14 Duties: is shall be the duty of the Board to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Owners who are entitled to vote;
- (b) Supervise all officers, agents, and employees of the Association, and see that their duties are property performed;
- (c) As more fully provided in the Declaration:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessment is not paid within thirty (30) days after the due date or bring an action at law against the Owner personally obligated to pay the same;
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate insurance on property owned by the Association as provided in the Declaration;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration; and
- (g) Cause the Association to carry out all its duties and obligations under the Declaration.

4.15 Liability of the Board of Directors: The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these Bylaws, negligence or otherwise, except for their own individual, willful misconduct or bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contracts made by them on behalf of the Association. At the option of the Board of Directors, Directors' liability insurance may be obtained and shall be paid for as a common expense.

ARTICLE V
OFFICERS AND THEIR DUTIES

5.1 Enumeration of Officer: The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

5.2 Election of Officers: The election of officers shall take place at the first meeting of the Board following each annual meeting of the Owners.

5.3 Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

5.4 Special Appointment: The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5.5 Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.6 Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the office he replaces.

5.7 Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other officers except in the case of special officers created pursuant to Section 5.4 of this Article.

5.8 Duties: The duties of the Officers are as follows:

- (a) President: The President shall preside at all meetings of the Board; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall cosign all checks and promissory notes.

- (b) Vice-President: The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
 - (c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; serve notice of meetings of the Board and of the Owners keep appropriate current records showing the Owners of the Association, together with their addresses; and shall perform such other duties as required by the Board.
 - (d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Ownership at its regular annual meeting, and deliver a copy of each to the Owners.
- 5.9 Compensation of Officers: No officer shall receive any compensation from the Association for acting as an officer.

ARTICLE VI OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses: The Board of Directors shall at least annually prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess the common expenses against the Owners according to the Declaration and as allowed by Wisconsin law. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property including, without limitation, an amount for working capital and for general operating reserves. The Board of Directors shall advise each Owner in writing of the amount of common expenses assessed to each Owner.

6.2 Payment of Common Expenses: All owners shall pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 6.1, at such time or times as the Board of Directors shall determine.

6.3 Collection of Assessments: The Board of Directors shall assess common expenses against the Owners from time to time at least annually and shall take prompt action to collect from an Owner any assessment due which remains unpaid by the owner for more than 30 days from the due date for its payment.

6.4 Default in Payment of Common Expenses: In the event of default by any Owner in paying to the Board of Directors the assessed common expenses, the Owner shall be obligated to pay interest at the rate of 18 percent (18%) per year, or the highest rate allowed by law if less than 18% per year, on the common expenses from the due date, together with all expenses, including attorney's fees incurred by the Board of Directors in any proceeding brought to collect the unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover the common expenses together with interest and the expenses of the proceedings including attorney's fees, in an action brought against the Owner, or by foreclosure of the lien on the property granted by Wisconsin law. The Board of Directors shall also have the right to prohibit an Owner from voting at a meeting of the Association and if the Association has recorded a statement of lien on the lot, the Board of Directors can require the Owner to make payment of the amount necessary to release the lien has not been paid at the time of the meeting.

ARTICLE VII MISCELLANEOUS

7.1 The Declaration: All provisions contained in the Declaration with regard to rights, powers, and duties of the Association, the Owners thereof, and the Board thereof, are hereby incorporated into these Bylaws by this reference, with the same effect as if such provisions were fully set forth herein.

7.2. Committees: The Board of the Association shall appoint Committees as specifically provided for in the Declaration and in these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purposes.

7.3 Books and Records: The books and records of the Association shall, at all times, during reasonable business hours, be open for inspection by any Owner of the Association and any institutional holder, insurer or guarantor of a first mortgage.

7.4. Indemnification: The Association shall indemnify any person made a party to any action, suit, or proceeding, whether civil or criminal by reason of the fact that he, his testator, or intestate, is or was a director, officer, or employee of the Association, against the reasonable expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense of the action, suit, or proceeding or in connection with any appeal in it. This right of indemnification shall not apply in relation to matters as to which the director, officer, or employee shall be adjudged in the action, suit, or proceeding to be liable for negligence or misconduct in the performance of any duty to the Association. The right to indemnification conferred by this section shall not resist the power of the Association to make any other indemnification permitted by law.

7.5 Fiscal Year: The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

7.6 Parliamentary Rules: “Roberts’s Rules of Order” (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Wisconsin law, the Articles of Incorporation, the Declaration, these Bylaws, or a ruling made by the person presiding over the proceeding.

7.7 Conflicts: If there are conflicts or inconsistencies between the provisions of Wisconsin law, the Articles of Incorporation, the Declaration, or these Bylaws, then the provisions of Wisconsin law, the Declaration, the Articles of Incorporation, and these Bylaws (in that order) shall prevail.

7.8 Notices: Unless otherwise specified in the Declaration or Bylaws, all notices, demands, bills, statements, or other communications required or permitted to be sent under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class email, postage prepaid:

- (a) If to an Owner at the address which the Owner has registered in writing and filed with the Secretary, or, if no such address has been registered, at the last known address of the Owner; or
- (b) If to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Owners.

If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed notice to all.

7.9 Amendment: These Bylaws may be modified or amended by vote of at least two-thirds (2/3) of the authorized votes of all Owners, which vote shall be taken at a meeting of Owners duly held for that purpose.

7.10 Fining Procedure: The Board will not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

- (a) Demand: Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
 - (i) the alleged violation;
 - (ii) the action required to abate the violation; and
 - (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the

imposition of a fine, if the violation is not a continuing one. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

- (b) Notices: Within twelve (12) months of such demand, if the violation continues past the period allowed in demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:
- (i) the nature of the alleged violation;
 - (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
 - (iii) that any statement, evidence, and witnesses may be produced by the alleged violator at the hearing; and
 - (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of notice.
- (c) Hearing: If a hearing is requested, it shall be held before the Board in an executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

7.11 Invalidity: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

7.12 Captions: The captions in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision of these Bylaws

7.13 Singular/Plural & Gender: All personal pronouns used in this Agreement shall include the other genders, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural and vice versa, whenever and as often as may be appropriate.

7.14 Waiver: No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure of enforcement, regardless of the number of violations or breaches which may occur.

7.15 Condition to Dissolution: The Board shall not take any action to dissolve the Association unless and until it first receives approval to do so by the Village of Pleasant Prairie and Kenosha County.

These By-Laws approved and adopted by the Board of Directors, Ashbury East Homeowner's Association, LLC Subdivision, Village of Pleasant Prairie, County of Kenosha, Wisconsin, August 27, 2020.


By: Cory Harpe, Authorized Member

Document Drafted By:

Thomas M. Santarelli
Madigrano, Aiello & Santarelli, LLC
1108 – 56th Street
Kenosha, WI 53140
E-Mail: ts@kenoshalaw.com

ACKNOWLEDGMENT

STATE OF WISCONSIN }
 }:SS
COUNTY OF KENOSHA }

This document was acknowledged before me on August 27, 2020, by Cory Harpe to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

K Stadler
Notary Public, Kenosha County, Wisconsin
My commission (expires) 12/27/23

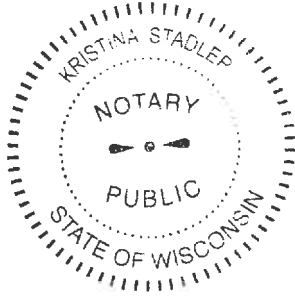


Exhibit A

Legal Description of Ashbury East Subdivision:

Lot 1 of Certified Survey Map No. 2859 (C.S.M. No. 2859), a recorded map in the office of the Register of Deeds for Kenosha County, Wisconsin on April 11, 2018 as Document No. 1816935 and being part of the Southwest 1/4 and part of the Southeast 1/4 of the Southeast 1/4 of Section 8, and part of the Northwest 1/4 and part of the Northeast 1/4 of the Northeast 1/4 of Section 17, all of Township 1 North, Range 22 East of the Fourth Principal Meridian, in the Village of Pleasant Prairie, County of Kenosha and State of Wisconsin, and being more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southeast 1/4 of said Section 8; run thence N03°17'20"W, 885.72 feet along the East line of the Southeast 1/4 of said Section 8; thence S89°53'45"W, 986.42 feet to the Northeast corner of Lot 1 of said C.S.M. No. 2859 and the point of beginning of this description; thence S00°06'26"E, 415.10 feet along the Easterly line of Lot 1 of said C.S.M. No. 2859; thence S03°22'44"E, 387.21 feet along the Easterly line of Lot 1 of said C.S.M. No. 2859; thence S21°58'23"E, 90.08 feet along the Easterly line of Lot 1 of said C.S.M. No. 2859; thence S00°32'04"E, 334.01 feet along the Easterly line of Lot 1 of said C.S.M. No. 2859 to the Southeast corner of Lot 1 of said C.S.M. No. 2859, the Northerly right-of-way line of Bain Station Road and a point of curvature to the right, having a Southerly convexity, a radius of 11483.94 feet and a chord bearing and distance of N88°09'59"W, 366.97 feet; thence Westerly 366.99 feet along the arc of said curve, along the Southerly line of Lot 1 of said C.S.M. No. 2859 and along the Northerly right-of-way line of said Bain Station Road to the Southwest corner of Lot 1 of said C.S.M. No. 2859; thence N02°36'11"W, 1149.28 feet along the Westerly line of Lot 1 of said C.S.M. No. 2859; thence N43°39'58"E, 81.28 feet along the Westerly line of Lot 1 of C.S.M. No. 2859 to the Northwest corner of Lot 1 of said C.S.M. No. 2859; thence N89°53'45"E, 302.43 feet along the Northerly line of Lot 1 of said C.S.M. No. 2859 to the Northeast corner of Lot 1 of said C.S.M. No. 2859 and the point of beginning of this description. Containing 430,923 square feet or 9.893 acres.

Des 2/10/20