

**BYLAWS
of
PROPERTY OWNERS' ASSOCIATION OF COUNTRY CLUB
ESTATES OF FONTANA, WISCONSIN**

**ARTICLE I
ORGANIZATION**

Section 1: The name of the corporation is:

PROPERTY OWNERS' ASSOCIATION OF COUNTRY CLUB
ESTATES OF FONTANA, WISCONSIN (the "Association")

Section 2: The Board of Directors of the Association (the "Board") shall manage and supervise all the affairs, property, and effects of the Association and shall have the power to suspend or remove from office any directors for the violation of any of the Bylaws of the Association (these "Bylaws") or rules and regulations of the Association; to make, alter, enforce and maintain rules and regulations for the management, policing and use of the property and effects of the Association, and as otherwise provided herein; to fix and remit penalties for infractions of these Bylaws or the Association rules and regulations; to employ and authorize the employment of all employees of the Association and to fix their compensation; and, shall have full discretionary power to exercise all of the authority conferred upon it in these Bylaws and by the Articles of Incorporation of the Association (the "Articles of Incorporation") and laws of the State of Wisconsin as made and provided.

Section 3: The principal office of the Association shall be in the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin (the "Village"), at such location as designated by the Board from time to time.

Section 4: The Association shall have no capital stock, nor shall any interest, dividends, or pecuniary profits whatsoever be declared, paid, or divided among its members.

ARTICLE II

DIRECTORS AND OFFICERS

Section 1: The Board shall be composed of five (5) members.

Section 2: Each director shall be a member of the Association. Each director shall hold office for a term of two (2) years from the date of his or her election or until his or her successor is elected to replace him or her.

Section 3: Each year at the annual meeting of the members of the Association (the "Annual Meeting") two (2) directors shall be elected, except every second year when three (3) shall be elected.

Section 4: Immediately after the Annual Meeting the Board shall hold an organizational meeting. At this meeting, the Board shall elect each of the executive officers of the Association as named in Article 4 of the Articles of Incorporation, and such other officers as the Board deems appropriate under Article 5 of the Articles of Incorporation. The officers so elected shall hold their respective offices for a period of one (1) year or until their successors are elected and qualified.

Section 5: A meeting of the Board may be called at any time by the president of the Association (the "President") or any two (2) members of the Board, or upon written request of at least twenty (20) members from separate households. Notice of the time and place of each meeting of the Board shall be made by any one or more of the following methods: mailing, emailing, texting or telephoning the same to each director using his or her contact information as the same appears upon the records of the

Association, five (5) days or more before the date of the meeting. Any director may waive notice of any meeting of the Board. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6: At any meeting, regular or special, of the Board, directors may participate in person or by telephonic or electronic means (provided that all participating directors may simultaneously hear each other during the meeting, or all communications during the meeting are immediately transmitted to each participating director and each participating director is able to immediately send messages to all other participating directors). Three (3) members of the Board shall constitute a quorum, and except as otherwise provided herein, if a quorum exists when a vote is taken, the affirmative vote of a majority of directors present shall be the act of the Board.

Section 7: The order of business to be followed at the meetings of the Board shall be as follows:

1. Roll call.
2. Reading of the Minutes of the preceding meeting and action thereon.
3. Treasurer's report.
4. Reports of committees.
5. Unfinished business.
6. Reading of communications and miscellaneous Business.
7. New business.

Section 8: The directors and officers of the Association shall receive no compensation for their services, but shall be entitled to reimbursement for reasonable out-of-pocket expenditures made on behalf of the Association in the performance of his or her duties.

Section 9: Any director or officer of the Association who is made a party to any action, suit, or proceeding, by reason of the fact that he or she is or was a director or officer of the Association, shall be indemnified by the Association, to the fullest extent permitted by law, from and against all reasonable costs and expenses, including without limitation attorney's fees and court costs, actually and necessarily incurred by him or her in connection with any defense thereof, except in relation to matters as to which it shall be adjudged in such action, suit or proceedings that such officer or director is liable for negligence or willful misconduct in the performance of his or her duties.

Section 10: Whenever a director or officer has a financial or personal interest in any matter coming before the Board, the affected person shall (i) fully disclose the nature of the interest, and (ii) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the Association to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

ARTICLE III

DUES AND ASSESSMENTS

Section 1: The Board shall prepare and submit annually to the members of the Association at the Annual Meeting or any adjournment thereof a budget of the expenditures and reserve fund allocations which it proposes to make for the ensuing fiscal year. The approval of any such budget by the members shall authorize the Board to levy an assessment sufficient to meet said budget requirements. In the event of a failure of such approval, and notwithstanding anything contained herein to the contrary, (i) the budget of the preceding year with a maximum of a 10% increase to meet any financial obligations the Board deems necessary may then be adopted by the Board for the ensuing

year, and (ii) the Board may levy an assessment sufficient to meet such obligations, in a manner otherwise consistent with, and enforceable in the same manner as, the provisions of this Article III.

Section 2: A special meeting of the members of the Association (a "Special Meeting") may be called as provided herein for the purpose of making a special assessment. A majority of the members entitled to vote shall constitute a quorum for any such Special Meeting, and a majority of members entitled to vote who are present in person or by proxy at the Special Meeting shall determine a question.

Section 3: Annual and special assessments authorized to be levied in this Article III shall be equal in amount against all lots in the Country Club Estates subdivision ("CCE", including all additions and units thereof). All assessments shall be due and payable sixty (60) days after they are levied. The secretary of the Association (the "Secretary") shall notify the owner of every lot so assessed of the action taken by the Board, the amount of the assessment of each lot owned by him or her and the day such assessment becomes due and payable. Such notice shall be mailed by regular United States mail, with postage prepaid, to each lot owner at his or her last known post office address as the same appears upon the records of the Association.

Section 4: Any assessment that is not paid to the Association when due shall be deemed delinquent, and interest on the unpaid balance thereof shall accrue at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may further (i) bring an action against the person personally obligated to pay any delinquent assessment to recover the full amount of the assessment (together with interest thereon, and all costs and reasonable attorney's fees incurred by the Association in relation to any such action, all of which shall be added to the amount of the assessment and included in any judgment rendered in such action), and (ii) perfect, enforce and foreclose any lien which it has or which may exist for its benefit. Any foreclosure

action may be brought at the Association's election either (x) in the same manner as an action to foreclose a real estate mortgage in the State of Wisconsin, or (y) as a proceeding to enforce a statutory maintenance lien as provided in Wis. Stat. § 779.70, as amended, to the extent said section is applicable. Said election between (x) and (y) above shall be made by the Board on a case-by-case basis. In addition, the Board may add a reasonable late fee to any installment of a delinquent assessment. A member's failure to pay any assessments of any nature when due shall also result in an automatic suspension of membership in the Association.

Section 5: No person may waive or otherwise escape personal liability for any assessments accrued or other sums payable to the Association hereunder because of the suspension of his or her membership, the nonuse of the common areas or amenities of CCE, or by abandonment or transfer of his or her property. In the event of the proposed sale of any property within CCE, all assessments and other sums past due the Association in relation to such property must be paid prior to closing for such sale to become effective (with all such other sales being null and void, *ab initio*). Assessments and other sums due the Association shall not be prorated by the Association in relation to the sale of any property in CCE, and all such prorations must instead be negotiated between the seller and buyer of a property.

ARTICLE IV

MEMBERSHIP

Section 1: Every record owner of each lot within CCE, whether one or more persons, is, and shall automatically and without further action be, a member of the Association, subject to the provisions of these Bylaws. Each such person shall cease to be a member of the Association upon the transfer of the person's respective fee simple interest in all lots within CCE.

Section 2: The Annual Meeting shall be held on the second or third Friday or Saturday of June in each year, for the

purpose of electing the directors, the transaction of such business as may be provided for in these Bylaws, and the transaction of such other business as may properly come before the meeting.

Section 3: Special Meetings of the members may be called by the President, two (2) members of the Board, or upon written request of at least twenty (20) members from separate households.

Section 4: Written, electronic, or printed notice of any meeting of the members shall be delivered not less than ten (10) nor more than forty (40) days before the date of the meeting, either personally or by mail, text, or email by or at the direction of the Board or the persons calling the meeting, to each member of record using his or her contact information as the same appears upon the records of the Association. Such notices shall state the place, day, and hour of the meeting, and shall contain a brief statement of all items to be brought before the meeting. The attendance of any member at any meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5: After fixing a record date for a notice of a meeting, the Secretary shall prepare an alphabetical list of the names of all members who are entitled to notice of the meeting. The list must show the address and number of votes each member is entitled to vote at the meeting. The Secretary shall further prepare on a current basis through the time of the membership meeting a list of members, if any, who are entitled to vote at the meeting, but not entitled to notice of the meeting. This list shall be prepared on the same basis as and be part of the list of members. The list of members must be available for inspection by any member for the purpose of communication with other members concerning the meeting, beginning two (2) business days after notice is given of the meeting for which the list was prepared and continuing through the meeting, at the Association's principal office or at a reasonable place within the Village as

identified in the meeting notice. A member, a member's agent or a member's attorney is entitled on written demand to inspect and, subject to Wis. Stat. §§ [181.1602 \(3\)](#) and [181.1605](#), as amended, to copy the list, at a reasonable time and at the member's expense, during the period it is available for inspection. The Association shall make the list of members available at the meeting, and any member, a member's agent or a member's attorney is entitled to inspect the list at any time during the meeting or any adjournment. In preparing the list of eligible voters, the Secretary shall not include therein the name of any person who is not a member in good standing.

Section 6: Except as otherwise provided herein, twenty (20) percent of the voting members of the Association present in person or by proxy shall constitute a quorum at any meeting of the membership, provided that at least thirty (30) such members are so present. If fewer than thirty (30) voters are so present at said meeting, a majority of the members present may adjourn the meeting to another day and shall instruct the Secretary to send notice of the same by mail to the members in the manner provided in this Article IV. Said notice shall instruct the members of the failure to secure a quorum and call for their attendance at the adjourned meeting. Failing to secure a quorum at the adjourned meeting, the meeting so called shall be adjourned until the next Annual Meeting.

Section 7: One person shall be the "voting member" for each lot within CCE. Each voting member shall have one (1) vote for each lot that the voting member represents. The voting member or his or her proxy shall be the individual who shall be entitled to vote at all meetings of the members. If the record ownership of a lot is vested in more than one person, or if the record owner of a lot is the trustee of a trust, or a limited liability company, corporation, or other entity (all of which shall, except as otherwise provided herein, be deemed a "person" under these Bylaws, as appropriate to the situation), then the voting member for the lot shall be designated by such owner or owners in writing to the Board, and if in the case of multiple individual owners where no designation is

given, then the Board at its election may recognize one owner of the Lot as the voting member for such lot.

Section 8: A member may be present “in person” at any meeting of the members by appearing physically in person, or by telephonic or electronic means (to the extent permitted by the Board, and provided that all participating members may simultaneously hear each other during the meeting, or all communications during the meeting are immediately transmitted to each participating member and each participating member is able to immediately send messages to all other participating members).

Section 9: All proxies shall be filed with the Secretary before or at the time of each meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise specifically provided in the proxy.

Section 10: The manner of voting, whether by ballot, a showing of hands or such other method, shall be at the discretion of the presiding officer at the meeting. The Secretary shall keep a tally of all votes, and in the case of any secret balloting, a member's vote will not be made public or known to the rest of the Association.

Section 11: Except as otherwise provided herein, a majority vote at any meeting of the members at which quorum is present shall determine a question; provided that in relation to any proposed amendment to the Articles of Incorporation or these Bylaws, the approval of such amendment shall require a two-thirds (2/3) vote of all of the members of the Association then entitled to vote on the issue. The Articles of Incorporation and these Bylaws may be so amended at any Annual Meeting, adjourned session thereof or at any Special Meeting called for that purpose.

Section 12: Any member whose membership has been suspended as provided in these Bylaws must pay all past due assessments, fees, fines and penalties (including without limitation any late payment fees, interest, and penalties imposed

by the Board, in its sole discretion), along with all costs and expenses incurred by the Association arising out of or in any way related to the suspension and/or the enforcement of these Bylaws or Association rules and regulations, before full membership will be restored to the member. Such costs and expenses shall include without limitation all court costs and the Association's reasonable attorney's fees, if any.

ARTICLE V

FINANCIAL MATTERS

Section 1: The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. But no single contract, loan, evidence of indebtedness, or transaction of the Association in which the consideration exceeds the sum of Seventy-five Thousand Dollars (\$75,000.00), nor any real estate conveyances of any nature, nor any contract with a term exceeding five (5) years, shall be made by the Board unless such contract, loan, evidence of indebtedness, transaction or real estate conveyance shall have first been approved by the members of the Association.

Section 2: All contracts with third parties of a recurring nature and having an annual cost to the Association in excess of Ten Thousand Dollars (\$10,000.00), other than those with utility providers and employees of the Association, or those subject to a limited term, shall be reviewed each year by the Board, with each such contract put out for competitive bid among providers deemed qualified by the Board. The Board shall seek and consider bids from at least three (3) such providers whenever reasonably possible, in order to attempt to achieve the most favorable contract terms on behalf of the Association. The Board need not,

however, approve the lowest bid if other factors reasonably warrant the selection of another provider.

Section 3: All checks, drafts, or other orders for the payment of money, notes, or other evidences or indebtedness issued in the name of the Association shall be signed by such officer or officers, or agent or agents of the Association and in such manner as from time to time be determined by resolution of the Board.

Section 4: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

Section 5: The fiscal year of the Association shall begin on the first of June each year and end on May thirty-first the following year.

ARTICLE VI

RULES AND REGULATIONS

Section 1: Except as otherwise expressly permitted by the Board, no person shall use or discharge any firearms, air guns, slingshots, fireworks, or other dangerous items or weapons within CCE.

Section 2: Hunting may be allowed each year by permit from the Board, in the Board's sole discretion, for the culling of deer within CCE. Any hunting so allowed shall be conducted by bow and arrow only and confined to the CCE golf course or "Back 40" property (as such properties are commonly known). Each issued permit shall allow the culling of one (1) deer, and all hunters must follow all applicable federal, state and local laws and ordinances.

Section 3: No person shall cause any disturbance, noise, or otherwise conduct himself or herself in such a way as to create a breach of peace or nuisance within CCE.

Section 4: All lots shall be used for private residential purposes only, with the exception of any property of the Association. Only one single-family residence shall be constructed on each lot, with the exception of those lots designated as allowing condominiums.

Section 5: To enhance the residential character of CCE, no advertising signs shall be permitted upon any property within CCE, except (i) signs placed on any common areas or Association property, with the prior consent of the Board, (ii) temporary "For Sale" signs placed on a member's lot, advertising the sale of the lot (and any residence thereon), (iii) political campaign signs that do not contain profanity, (iv) temporary signs placed on a member's lot by any home building, remodeling or other contractor, for the duration of the contractor's work at the lot (and any residence thereon), and (v) temporary signs placed on a member's lot, advertising a garage sale at such property, for the duration of the sale; provided that all such permitted signs must otherwise comply with applicable law, and not exceed six (6) square feet in area (with the exception of political campaign signs). For avoidance of doubt, no "For Rent" or "For Lease" signs of any kind shall be allowed within CCE, nor shall any signs advertising the sale of any vehicle, boat, trailer or other personal property (other than during the course of a garage sale, as provided above).

Section 6: No residence or lot within CCE, or any portion thereof, shall be used for any professional, business or commercial purpose; provided, however, that remote work conducted from within a residence shall be allowed as long as

third parties do not visit the residence or lot in person in connection with such work.

Section 7: Garage sales are permitted as long as they are not conducted over the course of more than one (1) weekend per month (with a “weekend” consisting of a Thursday through Sunday time period), and otherwise comply with all Village ordinances and Association rules and regulations regarding the placement and storage of items for sale.

Section 8: Trash, garbage, and other waste shall be kept in sanitary, rigid containers with tightly fitting covers, and disposed of on the regular weekly pickup day, with all waste containers removed from the roadside within twenty-four (24) hours after each pick-up. No waste container shall be placed at the curb earlier than two (2) evenings prior to the scheduled pick-up date, except as may otherwise be permitted by the Board.

Section 9: No motorized vehicles shall be operated on the common areas in CCE, including without limitation, the CCE golf course and the “Back 40”, except as follows:

1. Golf carts may be operated on the golf course and on designated golf course access trails.
2. Ground and trail maintenance machinery and vehicles may be operated within CCE as necessary to perform their duties
3. Snowmobiles may be operated only on marked access trails authorized by the Board.

Section 10: Passenger vehicles may be operated only on public roads within CCE and parked in areas designated by the Board. All CCE owned or operated vehicles will be allowed to operate throughout CCE as necessary for the maintenance and operation of all CCE common areas and amenities.

Section 11: ~~No vehicle, watercraft, camper or trailer that is abandoned, inoperable, or not registered through the appropriate governmental agency (when such registration is required) shall~~ ~~unlicensed vehicles, watercraft or trailers shall not~~ be parked outside on driveways or lots, at any time, ~~and no trailer, camper, or other vehicle, regardless of condition, shall be parked outside on driveways or lots during the off season in violation of applicable Village ordinances.~~

Section 12: All lawn and yard maintenance, tree trimming, concrete or paving work, construction or remodeling services, and similar activities shall be allowed in CCE solely between the hours of 8:00 AM and 6:00 PM, with the exception of those conducted by the Village, emergency services or utility providers, CCE staff and golf course workers in conjunction with their professional duties.

Section 13: Quiet hours shall be observed each day by all residents of CCE, and their guests, from 11:00 PM to 7:00 AM.

Section 14: The Board may, from time to time and in the Board's sole discretion, adopt, amend, and repeal such other rules and regulations governing the operation, maintenance, and use of any CCE common areas or amenities (including without limitation, the CCE golf course, "Back 40", tennis, pickleball and basketball courts, and pier slips/ramps, buoys and kayak/paddleboard racks), and other properties within CCE, and the personal conduct of any person on or in relation to any CCE common areas or amenities. The Board may further impose charges for the use of common areas and amenities, along with fines and penalties (including without limitation reasonable late fees and penalties) for violations of the rules and regulations of the Association and/or the provisions of these Bylaws or the Articles of Incorporation. All such charges, fines and penalties shall be due and payable to, and collectible by the Association, in the same manner as "assessments" under Article III of these Bylaws (with the Association having, among other rights and remedies, the right to recoup interest on the unpaid balance thereof, along with the Association's costs and reasonable attorney's fees incurred in relation to any collection efforts or action), and the failure to pay any charge, fine or penalty when due

shall result in the automatic suspension of the responsible member's membership in the Association. The Board may also, in its sole discretion, suspend, for such period of time as the Board deems reasonable (but not to exceed one (1) year), the membership of any person who commits four (4) or more violations of Association rules or regulations within any twelve (12) month period, or who violates any provision in these Bylaws regarding the rental of any property with CCE at any time.

Section 15: Any member whose membership in the Association is suspended as provided in these Bylaws shall, in addition to losing all voting rights, forfeit all other rights and privileges associated with his or her membership. This shall include, without limitation, the right to use any pier slip/ramp, buoy or kayak/paddleboard rack or any tennis, pickleball and basketball courts, the right to rent his or her property for any term, and any golf membership, parking privileges and other privileges associated with CCE membership. Upon the reinstatement of a member's membership in the Association, all such rights and privileges shall be reinstated, except for the use of any pier slip/ramp, buoy or kayak/paddleboard rack, as there are historically wait lists for these amenities. Any reinstated member shall forfeit their position on all such wait lists and return to the end of each active wait list at the time of reinstatement.

Section 16: All member complaints regarding any violation of Association rules and regulations must be written and signed by the complainant, and filed with the Secretary before the same will be considered by the Board.

ARTICLE VII

LIMITATIONS ON PROPERTY RENTALS

Section 1: No property within CCE shall be rented by any person, except in compliance with these Bylaws, all rules and regulations of the Association, and all applicable federal, state and local laws and ordinances (including without limitation all building

and safety codes), regardless of whether any such rental is structured as a lease, license or other arrangement, and regardless of whether monetary payment serves as consideration for the rental.

Section 2: Only persons who are members of the Association, in good standing, shall be allowed to rent their respective properties, and no assignment or sublease of any permitted rental shall be allowed. Beginning on January 1, 2024, no property within CCE may be leased for a term of less than one (1) year; provided however, that notwithstanding the foregoing, any member of the Association in good standing and possessing, as of May 15, 2023, a valid tourist rooming house license from both the Village and State of Wisconsin for any property within CCE may continue to rent the property so licensed for periods of no less than seven (7) consecutive days to any one party until the first to occur of (i) the date on which that person no longer holds title to such property, or (ii) the date on which that person no longer holds a valid tourist rooming house license from either the Village or State of Wisconsin for such property.

Section 3: Each property offered for rent shall first be inspected by the Village's fire department, with such inspections repeated thereafter as required by the Village.

Section 4: Prior to any property being offered for rent, ~~and continuing on a yearly basis throughout each lease term~~, the owner of such property shall first pay to the Association a yearly registration fee of no less than One Hundred Dollars (\$100.00), with such fee subject to change on a year to year basis, in the Association's sole discretion.

Section 5: All properties offered for rent shall first be registered with the Secretary, and the owner of each such property shall provide the Secretary, ~~no less than two (2) weeks~~ prior to the start of each lease term, with (i) full contact information for each tenant (including their permanent address as appropriate, along with their cellular telephone number and email address), (ii) the make, model and license plate of all tenant owned vehicles that will

be parked overnight within CCE in relation to the rental, (iii) the dates of the lease term and the total amount of rent to be paid during such period, (iv) a copy of the Association's Renter's Code of Conduct, as the same may be amended from time to time by the Board, signed by each tenant, (v) a copy of the Association's Rental Property Agreement, as the same may be amended from time to time by the Board, signed by the record owner of the property, and (vi) a copy of the Village's annual fire inspection certificate for the property. All such information shall be supplemented and amended as necessary to keep it current throughout each lease term.

Section 6: The Association and its agents and employees shall, at reasonable times, be allowed to visit all properties being rented within CCE, and have discussions with any renters thereof. The Association may further monitor compliance with these Bylaws through such other means, including without limitation third party monitoring services, as deemed appropriate by the Board.

ARTICLE VIII

WATERFRONT AMENITIES

Section 1: To the extent allowed by the Village, the Wisconsin Department of Natural Resources, and such other governmental bodies having jurisdiction thereof, and to the fullest extent deemed practical by the Board, the Association shall (i) place piers/ramps on the north and south side of the Abbey Harbor Channel every year, (ii) place kayak/paddle board racks in the CCE parking lot each year, and (iii) lease buoys each year on the south side of the Abbey Harbor Channel for use by Association members, to the extent allowed by Glenwood Springs Neighborhood Association (collectively, the "Waterfront Amenities" and each a "Waterfront Amenity").

Section 2: The Association shall maintain separate waiting lists for Association members seeking to use any Waterfront Amenity. Assignments of any Waterfront Amenity shall be made based on members' respective seniority on such waiting lists. All

waiting lists shall be published on the Association's website and updated annually, and the Association shall make every effort to have 100% occupancy of the Waterfront Amenities during each boating season.

Section 3: Only natural persons shall be eligible for the assignment of any Waterfront Amenity, in their individual capacity, with only such assignment made per lot owned within CCE (except in the event the record owners of the lot are married or registered domestic partners, in which case both persons may be assigned the Waterfront Amenity together). In relation to any property within CCE titled in the name of a trust, only the grantor of the trust shall be eligible for assignment of any Waterfront Amenity, in their individual capacity and subject to the provisions of this Article VIII. Notwithstanding anything contained herein to the contrary, no property titled in the name of a limited liability company or other entity shall be eligible for the assignment of any Waterfront Amenity.

Section 4: Prior to being assigned any Waterfront Amenity, all eligible persons shall first be required to (i) sign such usage agreements as may be required by the Board from time to time, and (ii) remit such annual usage fees to the Association as may be fixed by the Board from time to time. In the event an eligible person fails to comply with such requirements, he or she shall forfeit the right to the assignment, and his or her name shall be placed at the bottom of the relevant waiting list.

Section 5: None of the Waterfront Amenities shall be subleased or transferred in any manner by or through the person to which they were assigned (whether during such person's life, upon their death, or pursuant to the terms of any will, trust or other third party document). All assignments and transfers of the Waterfront Amenities shall be made solely by the Secretary, under the direction of the Board and consistent with the provisions of this Article VIII. The assignment of any Waterfront Amenity to any person shall immediately terminate upon (i) the person's death or permanent inability to continue the use of the Waterfront Amenity, (ii) the suspension of the person's membership in the Association, or (iii) the transfer of the person's interest in the lot to which the

assignment of the Waterfront Amenity originally related (provided, however, that in such event the person may, contingent upon the satisfaction of such reasonable conditions as may be imposed by the Board in its discretion, continue the use of the Waterfront Amenity until the end of the then current boating season).

ARTICLE IX

ROADS AND PARKS

Section 1: The management and control of all CCE common areas and amenities shall be vested solely in the Association, who shall maintain the same for the benefit of the members of the Association (subject to all applicable laws and ordinances and recorded usage restrictions, and to the extent reasonably determined by the Board).

Section 2: Between the period of May 15th through September 15th of each year, the Association shall have the right, subject to any Village restrictions, to install and maintain removable speed bumps on any roadway within CCE, as deemed necessary or appropriate by the Board.

ARTICLE X

RESTRICTIONS AND COVENANTS RUNNING WITH THE LAND

By holding title to a lot in CCE, every record owner of each lot in CCE, whether one or more persons, for sufficient value received and intending to be bound, regardless of whether such owner's membership in the Association is in active or suspended status, agrees on behalf of himself or herself, and his or her heirs, executors, administrators, successors and assigns, to the following covenants, restrictions, terms and conditions, all of which shall run with the land and inure to the benefit of and be enforceable by the Association and its members, and their

respective heirs, executors, administrators, successors and assigns:

1. To observe and comply with all recorded restrictions applicable to the lot owner's property and all property owned by the Association;
2. To observe and comply with all rules and regulations as adopted by the Board, and the provisions of these Bylaws and the Articles of Incorporation, as the same are now constituted or may hereafter be duly and properly amended;
3. To take all steps reasonably necessary to ensure compliance by the lot owner's guests, invitees and renters with all rules and regulations as adopted by the Board, and the provisions of these Bylaws and the Articles of Incorporation, as the same are now constituted or may hereafter be duly and properly amended;
4. That all violations of any rules and regulations adopted by the Board, or the provisions of these Bylaws or the Articles of Incorporation, as the same are now constituted or may hereafter be duly and properly amended, committed by any of the lot owner's guests, invitees or renters shall for all purposes hereunder be deemed a violation of the same by the lot owner himself or herself;
5. To timely pay all sums of every nature that are due the Association from the lot owner;
6. That all sums of every nature that are past due the Association from the lot owner shall, until paid in full, be a continuing lien in the Association's favor upon all lots within CCE owned by the lot owner and shall also be the personal obligation of

the lot owner in favor of the Association from the time when such sums became past due.

7. That any breach of these Bylaws or the Articles of Incorporation, as the same are now constituted or may hereafter be duly and properly amended, may result in immediate and irreparable harm to the Association and its members, for which they will not have an adequate remedy at law; and, that in addition to all other available remedies, the Association and its members may immediately seek enforcement of these Bylaw and the Articles of Incorporation by means of specific performance or injunction, without any requirement to post a bond or other security, and with the Association or any member seeking, and substantially prevailing in, such enforcement action awarded its reasonably incurred costs and expenses, including, without limitation, attorney's fees and costs, from the non-prevailing party.
8. That notwithstanding anything contained herein to the contrary, each lot owner shall cease to have further liability under these Bylaws upon the transfer of the person's respective fee simple interest in all lots within CCE, except, however, for obligations that accrued during or relate to the person's period of ownership of title, which obligations shall survive any such transfer.

ARTICLE XI

MISCELLANEOUS

Section 1: These Bylaws shall be construed and governed by the laws of the State of Wisconsin, without regard to principles of conflicts of laws. Any legal or equitable action or proceeding arising out of or relating to these Bylaws shall be brought and

enforced exclusively in any federal or state court located in (or whose jurisdiction covers) Walworth County, Wisconsin.

Section 2: Whenever required by the context, references in these Bylaws to the singular shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

Section 3: If any term or provision of these Bylaws or their application to any person, entity or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of these Bylaws and their application shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 4: No waiver or breach of any covenant, condition, restriction, right or agreement herein contained shall operate as a waiver of the covenant, condition, restriction, right or agreement itself, or of any subsequent breach thereof.

The preceding Bylaws were duly adopted by the members of the Association as of the _____ day of _____, 2023.

By: _____
President

By: _____
Secretary