

MAPLEWOOD ASSOCIATION, L.L.C.  
City of Green Lake  
Green Lake County, Wisconsin

**BY-LAWS**

TABLE OF CONTENTS

BY-LAWS

MAPLEWOOD ASSOCIATION, L.L.C.  
City of Green Lake  
Green Lake County, Wisconsin

	PAGE NO.
ARTICLE I - GENERAL PROVISIONS . . . . .	42
Section 1.01 - General Provisions . . . . .	42
ARTICLE II - MEETINGS OF MEMBERS . . . . .	42
Section 2.01 - Annual Meeting . . . . .	42
Section 2.02 - Special Meetings . . . . .	42
Section 2.03 - Quorum . . . . .	42
Section 2.04 - Presiding Officers . . . . .	43
ARTICLE III - BOARD OF DIRECTORS . . . . .	43
Section 3.01 - Directors . . . . .	43
Section 3.02 - Removal . . . . .	43
Section 3.03 - Compensation . . . . .	43
Section 3.04 - Action Taken Without a Meeting . . . . .	43
Section 3.05 - Automatic Termination . . . . .	44
Section 3.06 - Manager or Managing Agent . . . . .	44
ARTICLE IV - ASSESSMENT FOR COMMON EXPENSES . . . . .	44
Section 4.01 - Annual Project Budget . . . . .	44
Section 4.02 - Special Assessments . . . . .	45
Section 4.03 - Lien, Collection and Enforcement . . . . .	45
ARTICLE V - RULES AND REGULATIONS . . . . .	45
Section 5.01 - Administrative Rules . . . . .	45
ARTICLE VI - FINANCING AND PROPERTY TRANSACTIONS . . . . .	45
Section 6.01 - Financing and Property Transactions . . . . .	45
ARTICLE VII - ASSIGNMENT OF COMMON AREAS . . . . .	46
Section 7.01 - Assignment of Common Areas . . . . .	46
ARTICLE VIII - TIE VOTES . . . . .	46
Section 8.01 - Tie Breaker . . . . .	46
ARTICLE IX - AMENDMENT . . . . .	46
Section 9.01 - Amendment . . . . .	46

ARTICLE X - PRINCIPAL OFFICE . . . . .	46
Section 10.01 - Principal Office . . . . .	46
ARTICLE XI - FISCAL YEAR . . . . .	46
Section 11.01 - Fiscal Year . . . . .	46

MAPLEWOOD ASSOCIATION, L.L.C.

BY-LAWS

ARTICLE I

General Provisions

Section 1.01. These by-laws are adopted pursuant to Section 3.06 of the Operating Agreement of Maplewood Association, L.L.C., are hereby incorporated into the Operating Agreement and are intended to govern the administration of the Association. The Board established under these By-Laws shall be the "managing member" of the Association, subject to the terms and conditions of this Operating Agreement, including these By-Laws.

ARTICLE II

Meetings of Members

Section 2.01. Annual Meeting. The first annual meeting of the members shall be held on the first Saturday in September in the morning at which time the members shall elect the directors for the board. Each subsequent regular meeting of members shall be held on the same day of the same month each year thereafter unless thirty (30) days written notice to the mailing address of the lot owner as shown on the roster and/or to the email address of the lot owner as shown on the roster. All meetings shall be held upon a date and time and at a location set forth in the notice. All meetings shall be held in Green Lake County, Wisconsin.

Section 2.02. Special Meetings. Special meetings of the members may be called at any time by any director and/or agreement of a majority of the lot owners entitled to vote upon ten (10) days written notice to the mailing address of the lot owner as shown on the roster and/or to the email address of the lot owner as shown on the roster. All meetings shall be held upon a date and time and at a location set forth in the notice. All meetings shall be held in Green Lake County, Wisconsin.

Section 2.03. Quorum. The presence at the meeting of a majority of lot owners entitled to vote or proxies entitled to cast such votes, including members voting by written ballot, shall

constitute a quorum for any action.

Section 2.04. Presiding Officers. The voting members present at the meeting shall appoint a person to preside at the meeting, a person to keep the minute book and a person to count the votes. The same person may be appointed for more than one of these functions.

### ARTICLE III

#### Board of Directors

Section 3.01. Directors. The affairs of the Association shall be managed by a Board of three (3) directors; a President, Treasurer and Secretary, which shall be elected by the Board. The officers shall hold office for a term of one (1) year. Each lot shall have one vote in the election of directors. Directors shall be members of the Association. Where title to a lot is held by legal entity, including, but not limited to a trust, a representative designated by the legal entity may serve as a director.

Section 3.02. Removal. Any director may be removed from the Board with or without cause at any time by a majority vote of the lot owners. In the event of death, resignation or removal of a director, a special election shall be held to fill the place of any such director.

Section 3.03. Compensation. No director shall receive compensation for any services he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties. The directors may agree in advance to reimburse a director for the reasonable value of his services with respect to specified services provided to the Association.

Section 3.04. 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 if confronted by an emergency situation, in which case, a meeting shall be called thereafter as soon as practical. Any action taken shall have the same effect as though taken at a meeting of the directors.

The President of the Board, without majority vote of the lot

owners, has specific authority to use any available legal or equitable remedies, instead of or in addition to a lien, to collect past due Association assessments.

And, except the President of the Board of Directors, as authorized in the By-Laws and without majority vote of the lot owners, may use any available legal or equitable remedies to address non-compliance of matters requiring approval by the Control Committee whose powers are set forth in the Reservations and Restrictive Covenants of Maplewood Association, L.L.C. and Section 4.04 of the Operating Agreement.

Section 3.05. Automatic Termination. A term of a director shall automatically terminate upon the transfer of ownership of his lot. A special election shall be held to fill the place of any director whose term is so terminated.

Section 3.06. Manager or Managing Agent. Upon approval of a majority of the lot owners, the Board may engage the services of a manager, managing agent or contract for other services as deemed necessary.

#### ARTICLE IV

##### Assessment for Common Expenses

Section 4.01. Annual Project Budget. Each year, at the annual meeting, the Association shall prepare and agree upon a budget for the Association. Each lot owner's assessment for the ensuing year, which may be made on a monthly basis, shall be based upon such budget. In addition to the normal operating expenses of the Association, the budget may provide for reserve, working capital and other sums deemed reasonably necessary by the Association for the proper conduct of the affairs of the Association and for the protection of the common areas and lots thereof and the piers and boat slips. Failure or delay in the preparation of the annual budget shall not constitute a waiver of the lot owner's obligation to pay his proportionate share of the Association's financial obligations.

Section 4.02. Special Assessments. In addition to regular assessments, the Association may levy special assessments for the purpose of defraying, in whole or part, the cost of special or unexpected expenses.

Section 4.03. Lien, Collection and Enforcement. The provisions of the Operating Agreement shall be controlling with respect to the establishment of the lien for unpaid assessments and the enforcement of liens. Past due assessments shall bear interest at 1% per month.

The President of the Board has specific authority, without majority vote of the lot owners, to use any available legal or equitable remedies, instead of or in addition to a lien, to collect past due Association assessments.

## ARTICLE V

### Rules and Regulations

Section 5.01. Administrative Rules. The Association may adopt administrative rules and regulations governing the use and occupancy of the lots; the use of the common areas; the conduct of the lot owners, lot occupants and their guests; and, to establish penalties for the infraction thereof. Such rules and regulations or any portion of such rules and regulations may be adopted, amended or rescinded by action of the Association.

## ARTICLE VI

### Financing and Property Transactions

Section 6.01. Financing and Property Transactions. The Association may borrow money, mortgage or pledge any or all of its real or personal property as security for money borrowed for debts incurred. Further, the Association may dedicate, sell or transfer all or any of the common areas for such purposes and subject to such conditions as may be agreed by the lot owners and permitted by statute or city ordinance.

## ARTICLE VII

### Assignment of Common Areas

Section 7.01. Assignment of Common Areas. The Association may assign particular portions of the common areas for storage purposes for the exclusive use of the owners of any lot.

