

ATTACHMENT “C”

FIRST AMENDED BYLAWS

MAINTENANCE AND REPAIR RESPONSIBILITIES

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MAINTENANCE AND REPAIR RESPONSIBILITIES

SECTION 1: ASSOCIATION RESPONSIBILITIES

Association Management and Control - The Association shall be responsible for the exclusive management and control of the Common Elements and Limited Common Elements including their maintenance and repair, and shall promptly keep those elements in good, clean, attractive and sanitary condition consistent with their intended character. All maintenance, repairs and replacements of the Units, Common Elements and Limited Common Elements shall conform, to the greatest extent possible, to the original plans and specifications of the Units and Common Elements and Limited Common Elements as shown on the Unit’s individual Plat attached to the Declaration. Each Unit Owner shall promptly report to the Association any defect or need for maintenance or repairs as to which the Association is responsible.

Common Element Repairs, Maintenance or Reconstruction - In the event of any repair, maintenance or reconstruction to all or any part or parts of the Common or Limited Common Elements, the Association shall, within a reasonable period of time, repair, maintain or reconstruct those Elements to a condition consistent with the Amended Declaration and Bylaws. All costs of repairs, maintenance or reconstruction in excess of any insurance proceeds available shall be a Common Expense.

Repairs, maintenance or reconstruction of the Common or Limited Common Elements shall be paid by and through the Association’s general monetary account. If any substantial repairs, maintenance or reconstruction costs unreasonably reduce the Association’s general monetary account, the Association shall utilize Special Assessments to then reasonably replenish the general account. These Special assessments for Common and Limited Common Elements shall be paid by all Unit Owners equally in proportion to their percentage interests. All special assessments shall become payable by each Unit Owner in a timely manner as further set forth in the Bylaws.

Lawns and Exterior Plantings - The Association shall maintain all lawns and exterior plantings in the Common and Limited Common Elements to the extent the Board deems necessary or desirable. Subject to the prior approval of the Board, Unit Owners and occupants may establish properly maintained and tasteful private plantings in suitable portions of the Common Elements or Limited Common Elements located within five feet of the perimeter boundaries of their Unit’s improvements. However, that Unit Owner shall have full responsibility for the watering, pruning or other care and upkeep of their private plantings or for any damage which may occur because of their watering, care and upkeep of any Common Element or their Limited Common Elements. In the event the Unit Owner fails in their watering, care and upkeep responsibilities, then that

owner has the responsibility to remove those private plantings and return that portion of the Common Elements or their Limited Common Elements to its condition prior to the plantings.

Snow Removal - The Association shall remove snow accumulations of more than one inch from all the Limited Common Element driveways, parking areas, and sidewalks but is not required to remove snow from decks, patios or balconies.

Exterior Unit Maintenance - The Association shall also provide exterior maintenance for each individual Unit as follows: Paint, stain, repair, replacement, cleaning and care of roofs and all exterior building surfaces, including eaves, siding, doors and their frames, window framing (not including the outside window sash as described below), patios and decks, and exposed chimneys.

Broken Glass or Air Conditioner - If a Unit Owner, after notice, neglects to replace broken glass in exterior windows or fails to maintain the appearance of their air conditioning condenser, the Association may do so and then charge those costs to the Unit Owner.

Unit Access - Each Unit Owner shall allow the Association or their agents or employees access to each Unit if reasonably necessary to allow the maintenance and repair of Common Elements or Limited Common Elements. Any damage inflicted upon a Unit, Common Element, or Limited Common Element during the course of any such maintenance and repair or exercise of any right of access shall be promptly and reasonably repaired by either the Association or the Unit Owner responsible for such damage.

SECTION 2: UNIT OWNER RESPONSIBILITIES

General Maintenance and Repair - Except for a Unit's exterior maintenance as provided above, each Unit Owner shall be responsible for the necessary maintenance and repair of their Unit and shall promptly perform all maintenance and repairs which, if omitted, would adversely affect the Unit, the Common Elements, the Limited Common Elements or other Units.

Garage Doors - In the event the garage door of an individual Unit is rusted and the Board believes the door and/or vertical tracks need replacement, the Association shall, upon repair or replacement, reimburse the Unit Owner for 50% of the cost for the individual door and/or vertical tracks. All other equipment for the garage door including the motor unit, torsion spring and safety reversing sensors are the Unit Owner's sole responsibility.

Exterior Window Sashes - A Unit's exterior glass and sash (a sash is the structure that holds the window glass in place on a movable panel) is a Unit Owner's maintenance and repair responsibility. However, if a Unit's original exterior window sash is damaged due to exterior water damage only, the Association and the Unit Owner shall share equally the cost to purchase a replacement sash and its glass. It is the Unit Owner's sole responsibility to treat the replacement sash with such appropriate coverings as appropriate and consistent with other external window sashes in the Condominium. It is also the Unit Owner's sole responsibility for the installation of the new sash and glass. Unit Owners are advised that any interior water damage to the sashes is most frequently due to interior humidity (which can be regulated by Unit

Owners if they have or purchase appropriate equipment) and therefore is the Unit Owner's sole responsibility.

Damage to Unit - In the event of damage to all or part of a Unit, the Unit Owner shall promptly undertake to repair or reconstruct the Unit to substantially the same condition as it was in prior to the damage, subject to the approval of the repair and reconstruction by the Board. That approval shall consist solely of a determination that the plans and specifications for such repair and reconstruction are in reasonable compliance with the original construction of the Unit and the Plat. After paying out or setting aside a portion of any available insurance proceeds sufficient for the repair, reconstruction or replacement of any damaged Unit, the Association shall make available to the affected Unit Owner all insurance proceeds applicable to that Unit's damage together with any reserves for replacement applicable to such Unit for proper disbursement by the Association or its designee as insurance trustee toward the costs and expenses of such repair and reconstruction of the Unit.

SECTION 3: COMMON WALLS

Common Wall Description - Each wall which is built as a part of the original construction of the Units and placed on the common boundary between two Units shall constitute a common wall and, to the extent not inconsistent with the provisions of the general rules of law regarding common walls and liability for property damage for negligence or willful acts or omissions shall apply.

Sharing of Repair and Maintenance - The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Unit Owners who make use of the wall. Any dispute between Unit Owners concerning the use, maintenance or repair of a common wall shall be resolved by the Board.

Destruction by Fire or Other Casualty - If a party wall is destroyed or damaged by fire or other casualty, either Unit Owner may restore it, and the other Unit Owner shall contribute equally to the cost of restoration without prejudice except to the right of either Unit Owner to call for a larger contribution from the other Unit Owner under any rule of law regarding liability for negligent or willful acts or omissions. More specific information about the Association's insurance is set forth in Attachment "A" of the Bylaws.

Association Insurance - A common wall damaged or destroyed by an insurable event shall be repaired or replaced consistent with the provisions of the Association's insurance coverage applicable at the time of the damage or destruction.

Weatherproofing - A Unit Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the entire cost of repair and furnishing the necessary protection again such elements.

Lien Rights - As soon as any expenses for repair and maintenance of a party wall are known, each Unit Owner agrees to make the necessary payments due as soon as reasonably possible. If a Unit Owner fails to make any payment which is due or is necessary to avoid a payment to any contractor, supplier or creditor from becoming delinquent, then the other Unit Owner shall have the right to make such payment and such amount shall be deemed to be immediately due from the defaulting Unit Owner. This amount due may then be filed as a judgment lien upon the defaulting Unit Owner together with interest at the judgment rate as established by law. Furthermore, the non-defaulting Unit Owner shall also have the right to file a lien upon the defaulting Unit Owner's Unit filed in the Pierce County Register of Deeds office according to law in order to evidence such notice of lien upon the defaulting Unit Owner's Unit and setting forth the amount due together with interest.

This lien shall be superior to all other liens and encumbrances, except liens for general real estate taxes and assessments, the lien for Common Expenses of the Association, and the lien of any First Mortgagee. Such lien may be enforced and foreclosed consistent with the provisions of the Amended Declaration, the Bylaws and the laws of the State of Wisconsin, and in such action the defaulting Unit Owner shall be liable for all costs of such action, including attorney's fees.

Right to Contribution Runs With the Land - The right of any Unit Owner to Contribution from any other Unit Owner hereunder shall be appurtenant to the Unit and shall pass to each Unit Owner's successors in title.