

**BYLAWS**  
of  
**PARK RIDGE PROPERTY OWNERS ASSOCIATION**

An association of property owners in:

The Plat of Park Ridge,  
City of Madison,  
Dane County,  
Wisconsin,

being a part of  
Lot One (1) of Certified  
Survey Map 3019,  
Recorded in Volume 11 of  
Certified Survey Maps, at  
pages 460-462 as  
Document Number 1597939

# PARK RIDGE PROPERTY OWNERS ASSOCIATION

## I. Organization

The Park Ridge Property Owners Association shall be organized as a non-stock corporation under Chapter 181, Wisconsin Statutes.

## II. Purpose

The purpose of the organization shall be to hold title to the common areas of the development, namely, outlots and drainage easements, as shown on the plat of Park Ridge; to maintain said areas, including any private utilities located on or under said land, landscaping, street maintenance and repair, lighting, and enforcement of restrictions on the use of such common areas.

## III. Membership and Voting Rights

Every person or entity who is a record owner of a fee or undivided fee interest in any lot in the plat of Park Ridge, shall be a member of the association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Such membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the association.

The association shall have two classes of voting membership:

Class A: Class A members shall be all owners of lots and shall be entitled to one vote for each lot owned.

Class B: The Class B member shall be the developer, who shall have one vote. The Class B membership shall cease upon written notice to the association, or no sooner than December 31, 1981, and no later than December 31, 1984.

Where more than one person holds interest in any lot, the vote shall be exercised as they among themselves determine. Any person or entity qualifying as a member of more than one class may exercise those votes to which he/it is entitled for each such class of membership.

## IV. Common Areas

The Association, subject to the rights of the owners of lots as set forth in these declarations shall be responsible for the exclusive management and control of the common areas and all improvements thereon, including maintenance and repair, street lighting, landscaping, cleaning, snow removal, and enforcement of restrictions on the use of such areas.

Subject to the provisions herein, every lot owner shall have a right and easement of enjoyment in and to the common areas, which shall be appurtenant to and shall pass with the title to every lot, and every member shall have a right to enjoyment in the common areas. The owners' easements of enjoyment shall be subject to the following:

- A. The right of the association to establish reasonable rules for the use of the common area.
- B. The right of the association to mortgage any or all of the facilities constructed on the common areas for the purpose of improvements or repairs pursuant to the approval of the Class B member and two-thirds of the votes of the Class A members who are voting in person or by proxy at a regular meeting of the association or a special meeting duly called for such purpose.

The developer may retain legal title to the common areas or portions thereof until such time as the developer has completed improvements upon such common areas. The developer hereby covenants that it shall convey the common area and portions thereof to the association free and clear of all liens and financial encumbrances not later than one year following the date such common areas or portions thereof are subject to this declaration. The association shall not be liable for the payment of taxes, insurance, and maintenance costs for such common areas until title is conveyed.

#### V. Meetings

Annual meetings of the membership of the Association shall be held on the second Monday in January of each year. Notice of such meetings shall be given to the members not less than ten days in advance of the meeting. At such meeting, the Board of Directors shall be elected by majority vote by ballot of the members. The members may also transact such other business of the association as may properly come before them.

Special meetings of the members may be called by resolution of the Board of Directors or by the President, and shall be called by the President or Secretary at the request in writing of not less than twenty (20%) percent of the Class A members. Notice of such meeting shall be given to the members not less than ten days prior to the meeting, and the notice shall state the purpose or purposes of the proposed meeting. Business transacted at such special meetings shall be confined to the objects stated in the notice and matters germane thereto.

#### VI. Board of Directors

The affairs of the Association shall be governed by a Board of Directors composed of three persons, all of whom shall be Class A or Class B members. Directors shall receive no compensation.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things pertaining thereto. In addition thereto, the Board of Directors shall be responsible for the maintenance control of all the common areas, collections of assessments from owners, and the

engagement of personnel or entities necessary for the maintenance and care of the common areas and facilities.

At the first annual meeting of the Association, the Class B members shall elect the initial Board of Directors. Thereafter, the Directors shall be elected by Class A members, as set forth above.

The Board of Directors shall meet at the same time and place as the annual meeting of the members. Special meetings of the Board of Directors may be called by the president or by any two of the Directors on three days notice.

## VII. Officers

The principal officers of the association shall be a president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. The officers shall be elected at the annual meeting of the Board of Directors, and shall serve for the pleasure of the Board. Officers shall receive no compensation for their services.

The president shall be the chief executive officer of the association. He shall preside at all meetings of the association of the Board of Directors, and shall have the general powers and duties which are usually vested in the office of president of an association.

The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the association and shall be in charge of such books and papers as the Board of Directors may direct, and shall perform all of the duties incident to the office of secretary.

The treasurer, under the supervision of the president, shall have responsibility for association funds and securities and shall be responsible for keeping full and accurate financial records and books of account belonging to the association and shall be responsible for the deposit of all monies in its name and to the credit of the association in such depositories as may from time to time be designated by the Board of Directors.

## VIII. Maintenance Assessments

The developer hereby covenants and the owner of any lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association the following:

1. Annual general assessments or charges.
2. Special assessments for capital improvements.
3. Special parcel assessments or charges, such assessments to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the

property against which each such assessment is made. Each such assessment, together with interest thereon and the costs of collection thereof, shall be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

**General assessment.** The general assessment levied by the association shall be used exclusively for the maintenance, repair, real estate taxes, street lighting, and snow plowing and cleaning of the common areas.

Each platted lot having frontage on a specific outlet shall be assessed at a uniform rate. The amount of the assessment shall be established annually by the vote of the Class B member and two-third majority of the votes of the Class A members who are voting in person or by proxy at a meeting duly called for the purpose. It is intended that the amount of the assessment shall be an amount not in excess of the current maximum necessary to meet the obligations imposed by these declarations. The Board of Directors shall set the dates when such assessments shall become due.

Special assessments for capital improvements may be levied from time to time by the association by the vote of the Class B member and two-thirds of the votes of the Class A members who are voting in person or by proxy at a special meeting called for the purpose. The purpose of such special assessment shall be for the purpose of defraying the cost of any construction, reconstruction, repair, or replacement of capital improvement upon the common areas.

Special Parcel Assessments may be made against any parcel for purposes set forth in the Declaration and Restrictions affecting the Plat of Park Ridge.

Any assessment not paid within thirty days after the due date may upon resolution of the Board of Directors bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate to be set by the Board for each assessment. The association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property in like manner as a mortgage or real estate. In any such foreclosure, the owner shall be required reasonable rental for the permitted use of the common areas and the association shall be entitled to the appointment of a receiver to collect the same. The association may bid in the property at foreclosure sale and acquire and hold, lease, mortgage and convey the same. If the association has provided for collection of annual or parcel assessments in installments upon default in the payment of any one or more installments, the association may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the common areas or abandonment of his lot.

The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of the lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **IX. Architectural Control**

The Architectural Control Committee shall consist of the Class B member. At such time as the Class B membership expires, this Committee of three persons shall be appointed by the Board of Directors. The Architectural Control Committee shall regulate the external design, appearance, use, location, and maintenance of the properties as provided in the Declaration of Covenants and Restrictions of the Plat.