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**BYLAWS OF
SADDLE RIDGE ESTATES III
CONDOMINIUM
ASSOCIATION UA**

DOC # 960687

**REGISTER OF DEEDS
COLUMBIA COUNTY**

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**LISA KRINTZ
REGISTER OF DEEDS
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Drafted by: Richard L. Schmidt

SADDLE RIDGE ESTATES III CONDOMINIUM ASSOCIATION UA

BYLAWS

The following bylaws apply to Saddle Ridge Estates III Condominium, created by a Declaration of Condominium recorded as Document Number 960686 ("Declaration of Condominium") and a Condominium Plat recorded in ~~Cabinet~~ Vol 4, ~~Sheet~~ Pg 11 of Condominium Plats, in the office of the Register of Deeds for Columbia County, Wisconsin ("Condominium Plat"). The real estate described on Schedule I and also described as Phase I in the Condominium Plat is subject to the Declaration of Condominium, Condominium Plat and the Act (as defined below). The Declarant (as defined below) has also reserved the future right to expand the Condominium and subject to the Declaration of Condominium, Condominium Plat and the Act all or any part of the real estate described on Schedule II. These bylaws incorporate by reference the said Declaration of Condominium and Condominium Plat, and the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (the "Act"). The bylaws are intended to provide the structure necessary for the operation of Saddle Ridge Estates III Condominium Association UA (the "Association") and to permit Unit Owners to participate through a democratic structure in the governance of the Association. These bylaws are adopted by The Saddle Ridge Corporation ("Declarant"), the organizer of the Association.

SECTION I

NAME, FORM OF ADMINISTRATION, ADDRESS

1.01 Name. The name of the Association created herein is Saddle Ridge Estates III Condominium Association UA, and is referred to herein as the Association.

1.02 Form of Administration. The Association is an unincorporated association organized under Chapter 184 of the Wisconsin Statutes and created to serve as the association of unit owners for those persons owning units at Saddle Ridge Estates III Condominium pursuant to Section 703.15(1), Wis. Stats. Subject to and as set forth in Section 14.1 of the Declaration of Condominium, operational control of the common elements of the Condominium and other functions normally associated with a condominium association are delegated to SRE Master Association, Ltd., which serves this function for both the Condominium and for Saddle Ridge Estates. The affairs of the Association shall be governed by its board of directors, subject to any rights reserved by Declarant in accordance with Chapter 703 of the Wisconsin Statutes.

1.03 Address. The address and principal office of the Association is: The Saddle Ridge Corporation, 100 Saddle Ridge, Portage, Wisconsin 53901-9772.

SECTION II

MEMBERS: RIGHTS AND OBLIGATIONS

2.01 Members. All unit owners in the Condominium are, by the fact of ownership of their unit, members of the Association. As such they are granted all rights and subject to all obligations of membership as created herein.

2.02 Roster of Members. Upon conveyance or other transfer of a unit owner's interest in a unit, the transferor ceases to be a member of the Association as to that unit and the transferee becomes a member. The Association shall maintain a roster of the names and addresses of all unit owners and upon conveyance or other transfer it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.

2.03 Roster of Mortgagees; Notices. The Association shall also maintain a roster of holders of security interests in units and shall provide such notices regarding the unit encumbered and the Condominium involving condemnation or casualty loss, declaration or bylaw amendments, termination or modification of insurance, delinquency in payment of assessments on the specific unit, or such other events or actions as a unit security holder requests or the law or any document related to the mortgage or other security instrument requires. Unit owners are responsible for providing the information necessary to keep this roster current.

2.04 Meetings. There shall be an annual and such special meetings of the members of the Association as the board of directors of the Association shall establish by resolution. In addition, any three members of the Association may call a meeting of the members upon giving not less than 10 days' prior written notice.

2.05 Voting. There shall be one vote appurtenant to each unit which the owners of the unit may cast at meetings of the Association, subject to the limitations in these bylaws.

2.06 Majority of Owners. A majority of the owners or a specified percentage or fraction of the owners means, respectively, owners having more than 50% of the vote or owners holding the specified percentage or fraction of the votes.

2.07 Quorum. Except as otherwise provided in these bylaws, the presence in person or by proxy of a majority of the owners shall constitute a quorum.

2.08 Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing and shall be filed with the Association prior to the scheduled time of each meeting. A proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

2.09 Multiple Owners of Unit. If only one of multiple owners of a unit is present at a meeting of the Association, the owner is entitled to cast the vote allocated to that unit. If more than one of the multiple owners of a unit is present, the vote allocated to that unit may be cast prorata among the owners, but unanimous consent is conclusively presumed if any one of them purports

to cast the vote allocated to that unit without protest being promptly made by any of the others to the person presiding over the meeting, or until any one of the multiple owners files a statement with the secretary of the Association stating that thereafter the vote must be cast prorata. "Prorata" for this purpose means the vote for the unit will be divided per capita. For example, if a unit has three owners, each of the three owners has one-third of a vote.

2.10 Information on Owners. Each unit owner shall furnish the Association with the owner's name and current mailing address. No unit owner may vote at a meeting of the Association until this information is furnished.

2.11 Effect of Condominium Lien. A unit owner shall be prohibited from voting at a meeting of the Association if the Association or SRE Master Association, Ltd. has recorded a statement of condominium lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

2.12 Decisions. Except as otherwise provided by law, the declaration for the Condominium or these bylaws, decisions of the members shall be made by the vote of a majority of the owners present and voting at a meeting at which a quorum of the owners is present.

SECTION III

BOARD OF DIRECTORS; OFFICERS

3.01 Number, Qualification of Directors. The affairs of the Association shall be governed by a board of directors composed initially of two (2) individuals.

3.02 Selection of Directors. The members shall annually elect the directors, except that Declarant shall elect the directors to such extent and for such time as is allowed under Chapter 703 of the Wisconsin Statutes under Declarant's reserved control of the Association. In addition, as long as Declarant owns one or more unsold units, Declarant shall have the right to name one additional member to the board of directors. Elected directors may be removed and replaced at any time by a vote of the unit owners, except the owners may not remove directors elected by Declarant under Declarant's reserved control.

3.03 Meetings of the Board.

- (1) Annual Meeting. The annual meeting of the board of directors shall be held on the 15th day of October of each year at 4 o'clock p.m. at the principal office of the Association, or at such other time and place as the directors may select.
- (2) Special Meetings. The board of directors shall hold a special meeting at the request of Declarant or any director at the principal office of the Association at a time set by the president, but no sooner than 24 hours after receipt of the request.
- (3) Notice. Notice of meetings shall given in a manner best calculated to assure that actual notice is received by directors.

3.04 Quorum of Directors. A majority of the directors, present in person, constitutes a quorum of the board of directors.

3.05 Voting.

- (1) Actions. The acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the board.
- (2) Written Consent. Action by the board of directors may be taken by unanimous written consent without a meeting.

3.06 Powers. The board of directors shall elect one or more of its members to be the directors of SRE Master Association Ltd. In addition they shall take such further actions as may be necessary or appropriate on matters not delegated to SRE Master Association, Ltd., in relation to the Condominium, including the borrowing of money and the acquiring and conveying of real and personal property. The directors shall not have the right to receive any compensation for their services as directors.

3.07 Officers.

- (1) Designation, Election, Term. There shall be four officers of the Association, a president, vice-president, secretary and treasurer, who shall be elected for a term of one year by and from among the directors at the annual meeting of the board. A person may hold more than one office simultaneously.
- (2) Duties. The officers shall perform the functions normally incident to their offices. The president shall also serve as chairman of the board of directors.
- (3) Compensation. No officer shall have the right to receive compensation for his services as officer.

SECTION IV

ASSESSMENTS; FINANCE

4.01 Common Expenses. All regular and special assessments shall be levied and collected and all finances will be handled by SRE Master Association, Ltd.

SECTION V

RECORDS; ACCOUNTS; INSURANCE

5.01 Accounts; Records; Insurance. SRE Master Association, Ltd. will maintain all accounts and records for the activities at the Condominium and Saddle Ridge Estates.

SECTION VI

LIABILITY OF DIRECTORS AND OFFICERS

6.01 Exculpation. No director or officer of the Association, in his capacity as director or officer rather than as a unit owner, is liable for acts or defaults of any other director, officer or unit owner or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence. Nothing contained in this section exempts such director or officer from the liabilities and obligations of unit owners as provided by these bylaws.

6.02 Indemnification. Every director and officer of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with the claim, action, suit proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a director or officer of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification is in addition to and not in limitation of all rights to which such persons may be entitled as matter of law and inures to the benefit of the legal representatives of such person. The Association may insure its obligations under this subsection.

SECTION VII

FISCAL YEAR

7.01 Fiscal Year. The fiscal year of the Association begins on the first day of October in each year and ends on the last day of September of the following year.

SECTION VIII

AMENDMENT

8.01 Amendment. These bylaws may be amended by the affirmative vote of unit owners having 67% or more of the votes.

SECTION IX

INTERPRETATION

9.01 Interpretation. In case any provision of these bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

9.02 Captions. The captions herein 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 thereof.

9.03 Gender; Number. The use of the masculine gender in these bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

9.04 Mortgagee. As used herein, the word "mortgagee" shall be deemed to include vendors under land contracts conveying a unit.

SECTION X

MORTGAGEES

10.01 Notice to Association. An owner who mortgages the owner's unit shall notify the Association through the manager, if any, or the president of the Board in the event there is no manager, of the name and address of the mortgagee; and the Association shall maintain this information.

10.02 Notice of Unpaid Assessments. The Board shall upon request of a unit owner or the owner's mortgagee report any unpaid assessments due from the owner.

10.03 Protection of First Mortgagee. If the holder of a first mortgage on a unit forecloses the mortgage, or accepts a deed in lieu of foreclosure, the lien of any condominium assessment shall be automatically extinguished, without the need to name the Association as defendant in the foreclosure and without the need to take any other action. The purchaser at the foreclosure sale, the grantee named in the deed in lieu of foreclosure, and their heirs, representatives, successors and assigns shall not be liable for any common expenses or assessments accruing prior to the acquisition of title by such purchaser or grantee. The lien of a first purchase money mortgage shall be prior to all unpaid assessments accruing prior to the perfection of the mortgage lien.

Any foreclosure of a condominium assessment, or acceptance of a deed in lieu of such foreclosure, shall be subject to any existing first mortgage on the unit involved, and the lien of the mortgage shall not be affected by the foreclosure or deed.

In case of conflict between this Section X and any other provision of the condominium documents, Section X shall control. Any amendment to this Section X shall require the written consent of 75% of the first mortgagees of the units.

Adopted OCTOBER 5, 2022

THE SADDLE RIDGE CORPORATION

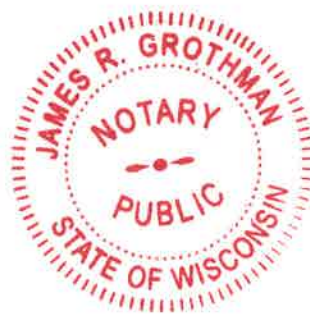
By: Mahlon Kirk V
Mahlon Kirk V, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF COLUMBIA

Personally came before me this 5th day of OCTOBER, 2022, the above named Mahlon Kirk V, to me known to be the persons who executed the foregoing instrument in the capacity noted and acknowledged the same.

James R. Grothman
Print name of Notary: JAMES R. GROTHMAN
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: 02.28.2026.)



**BYLAWS
OF
SADDLE RIDGE ESTATES III CONDOMINIUM ASSOCIATION UA**

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SCHEDULE I
Legal Description of Real Estate

Description of SRE 3:

Being a part of the Northeast Quarter of the Northwest Quarter of Section 1 , Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin, described as follows:

Commencing at the Northwest corner of Section 1 ; thence North $89^{\circ} 50' 00''$ East along the North line of the Northwest Quarter of Section 1, 2,377.70 feet; thence South, 855.77 feet to the Northwest corner of SRE II Condominium Second Addendum to Phase 1 and the point of beginning; thence South $16^{\circ} 52' 01''$ West along the West line of SRE II Condominium Second Addendum to Phase 1, 121.68 feet to the Southwest corner thereof, said point being in the North line of SRE II Condominium Amended Phase 2; thence South $84^{\circ} 55' 01''$ West along the North line of SRE II Condominium Amended Phase 2, 65.00 feet to the Northwest corner thereof; thence South $09^{\circ} 04' 28''$ East along the West line of SRE II Condominium Amended Phase 2, 170.07 feet to the Southwest corner thereof; thence North $85^{\circ} 32' 47''$ West, 48.28 feet; thence North $85^{\circ} 33' 13''$ West, 194.88 feet; thence North $85^{\circ} 32' 48''$ West, 210.03 feet to the Southeast corner of SRE II Condominium Phase 4; thence North $07^{\circ} 02' 01''$ East along the East line of SRE II Condominium Phase 4, 79.47 feet to the Southwest corner of SRE II Condominium Phase 6; thence North $71^{\circ} 29' 01''$ East along the South line of SRE II Condominium Phase 6, 101.78 feet to the Southeast corner thereof; thence North $79^{\circ} 28' 01''$ East along the South line of SRE II Condominium Phase 7, 210.00 feet to the Southeast corner thereof; thence North $11^{\circ} 18' 59''$ West along the East line of SRE II Condominium Phase 7, 106.02 feet to the Northeast corner thereof; thence North $79^{\circ} 33' 46''$ East, 173.30 feet; thence South $64^{\circ} 28' 59''$ East, 69.50 feet to the point of beginning.

SCHEDULE II

Land which may be added to the Condominium

Expansion Area:

Being a part of the Northeast Quarter of the Northwest Quarter of Section 1, Town 12 North, Range 9 East, Town of Pacific, Columbia County, Wisconsin, described as follows:

Commencing at the Northwest corner of Section 1;
thence North 89°50'00" East along the North line of the Northwest Quarter of Section 1, 2,377.70 feet;
thence South, 855.77 feet to the Northwest corner of SRE II Condominium Second Addendum to Phase 1;
thence South 16°52'01" West along the West line of SRE II Condominium Second Addendum to Phase I, 121.68 feet to the Southwest corner thereof, said point being in the North line of SRE II Condominium Amended Phase 2;
thence South 84°55'01" West along the North line of SRE II Condominium Amended Phase 2, 65.00 feet to the Northwest corner thereof and the point of beginning;
thence South 09°04'28" East along the West line of SRE II Condominium Amended Phase 2, 170.07 feet to the Southwest corner thereof;
thence North 85°32'47" West, 48.28 feet;
thence North 85°33'13" West, 194.88 feet;
thence North 85°32'48" West, 210.03 feet to the Southeast corner of SRE II Condominium Phase 4;
thence North 07°02'01" East along the East line of SRE II Condominium Phase 4, 79.47 feet to the Southwest corner of SRE II Condominium Phase 6;
thence North 71°29'01" East along the South line of SRE II Condominium Phase 6, 101.78 feet to the Southeast corner thereof;
thence North 79°28'01" East along the South line of SRE II Condominium Phase 7, 210.00 feet to the Southeast corner thereof;
thence South 11°18'59" East along the Southerly extension of the East line of SRE II Condominium Phase 7, 26.84 feet;
thence North 84°55'01" East, 107.44 feet to the point of beginning.
Containing 60,152 square feet, (1.38 acres), more or less.

THIS DESCRIPTION WAS PREPARED BY: **GROTHMAN & ASSOCIATES, S.C.**
JAMES R. GROTHMAN
Professional Land Surveyor, No. 1321
Dated: July 6, 2021
File No.: 1120-691