

Adopted and current as of June 20, 2020

**BY-LAWS
DEHAVAN LAKE ASSEMBLY**

**ARTICLE I
Plan of Unit
Ownership**

Section 1. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of Delavan Lake Assembly (the “Corporation”), a Wisconsin corporation organized under the Wisconsin Nonstock Corporation Law. The provisions of these By-Laws are applicable to the rights and obligations of the Corporation and its members and to the use and occupancy of the property owned by the Corporation in Delavan, Wisconsin (the “Property”) and to the use and occupancy thereof. For purposes of these By-Laws, the following definitions shall apply:

- (a) “lot” or “lots” shall mean a lot or lots located within the Property as shown on the plat of Delavan Lake Assembly recorded in the office of the Register of Deeds of Walworth County, Wisconsin;
- (b) “common elements” shall mean all portions of the property other than the lots contained therein;
- (c) “leaseholder” shall mean the tenant under a lease of one or more lots from the Corporation; in the event that the lease is held in a Living Trust the leaseholder(s) shall be deemed to be the Trustee or Co-Trustees of said Living Trust; in the event that the lease is held in an LLC, the leaseholder shall be deemed to be the designee of the LLC and
- (d) “common expenses” shall mean the expenses incurred by the Corporation in fulfilling its obligations to provide for the administration, maintenance and repair of the property as set forth in these By-Laws and
- (e) “assessment unit” shall mean a property which receives an assessment for common expenses”, generally a housing unit or a vacant lot without a dwelling leased to a leaseholder who does not otherwise lease property with a dwelling. (Also reference Article 5, Section 1.)

Section 2. Office and Mailing Address. The office and mailing address of the Corporation and of the Board of Directors of the Corporation (the “Board of Directors”) shall be located 1607 Pottawatomi Drive, Delavan, WI 53115-4019.

ARTICLE II
Board of Directors

Section 1. Number and Qualifications. The affairs of the Corporation and of the Property shall be governed by the Board of Directors. The Board of Directors shall be composed of seven persons all of whom shall be leaseholders. The Board of Directors shall be those members serving on the Board as of the effective date of these new By-Laws.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and of the Property, except such powers and duties as by law or by these By-Laws may not be delegated to the Board of Directors or have been specifically reserved by or to the leaseholders. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the property and the provisions of these By-Laws and any rules and regulations promulgated hereunder.

Section 3. Election and Term of Office. At each three-year cycle of annual meetings of the leaseholders, there will be an election of three members, two members and two members to the Board of Directors. At the expiration of the terms of office of each member of the Board of Directors serving as of the effective date of these By-Laws, successors shall be elected to serve for a term of three years. In addition, there will be an election for the filling of any existing vacancies on the Board of Directors for any unexpired terms. Those elected to fill any unexpired term will serve until such term would have expired if it had not become vacant.

Section 4. Removal of Members of the Board of Directors. At any regular or special meeting of leaseholders, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the authorized votes of all leaseholders and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the leaseholders shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the leaseholders shall remain vacant until a successor shall be elected at the next annual meeting of the leaseholders. The Board of Directors may declare a vacancy by a majority vote of the Board of Directors if a member of the Board fails to attend three consecutive meetings of the Board.

Section 6. Organization Meetings. The first meeting of the members of the Board of Directors shall be held immediately following the annual meeting of the leaseholders at such place as shall be fixed by the Board at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order to legally constitute such meeting, providing a

majority of the whole Board of Directors shall be present.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail or electronic mail, at least 48 hours prior to the time of such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on 48 hours' notice to each member of the Board of Directors, given by mail, telephone or electronic mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place of the meeting. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Fidelity Bonds. The Board of Directors may obtain or require fidelity bond coverage for all officers, directors, trustees and employees of the Corporation handling or responsible for funds of the Corporation, including officers, employees and agents. The minimum dollar amount of such coverage shall be set by the Board. The premiums on such bonds shall be paid for by the Corporation.

Section 12. Compensation. No member of the Board of Directors shall receive any compensation from the Corporation for acting in such capacity.

Section 13. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the leaseholders for any mistake of judgment, failure to adhere to the provisions of these By-Laws, negligence or otherwise, except for their own individual

willful misconduct or bad faith. The leaseholders shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of the contracts made by the Board of Directors on behalf of the Corporation or action taken by the Board of Directors unless any such contract or action taken shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them or action taken by them on behalf of the Corporation. It is also intended that the liability of the leaseholders arising out of any contract made or action taken by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the leaseholders based on the number of lots leased by each leaseholder, and the liability of any leaseholder shall be limited to such proportionate share of the total liability. At the option of the Board of Directors, Directors' liability insurance may be obtained and shall be paid for by the Corporation.

Section 14. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE III Leaseholders

Section 1. Annual Meetings. The annual meeting of the leaseholders shall be held on the second Saturday of June. At such meetings the Board of Directors shall be elected by ballot of the leaseholders in accordance with the requirements of Section 3 of Article II of these By- Laws. In addition, the annual budget shall be presented by the Board of Directors for approval by a majority vote of those leaseholders present in person or by proxy. The leaseholders may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meeting. Any meeting of the leaseholders shall be held at the principal office of the Corporation or at such other suitable place convenient to the leaseholders as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the leaseholders if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by leaseholders having 25% of the total authorized votes of all leaseholders. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail to each leaseholder of record or cause to be delivered to the leaseholder a notice of each annual or special meeting of the leaseholders, at least ten (10) days but not more than (20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the address

such leaseholder shall have previously designated.

Section 5. Adjournment of Meetings. Any meeting of leaseholders at which a quorum has or has not attended may be adjourned at the option of the leaseholders by vote of a majority of the authorized votes of the leaseholders who are present, either in person or by proxy, at such meeting. Any meeting which has been adjourned by the leaseholders because of the lack of a quorum may be reconvened at such time as a quorum is obtained. At such reconvened meeting at which a quorum is present, either in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 6. Voting. There shall be one vote in the corporation for each assessment unit owned by the Corporation and leased to a leaseholder. Each leaseholder shall furnish the Corporation with his name and current mailing address. Each leaseholder, or some person designated by such leaseholder to act as proxy on his behalf and who need not be a leaseholder shall be entitled to cast the vote for such leaseholder at all meetings of leaseholders. That designation of any such proxy shall be made in writing to the secretary and shall be revocable at any time by written notice to the Secretary by the leaseholder so designating. Each leaseholder shall be entitled to cast at all meetings of the shareholders the vote for each assessment unit leased. Where a leasehold is in the name of two or more persons or two or more trustees, the vote for the respective unit may be cast by any one joint leaseholder or trustee; provided, however, that if any joint leaseholder protests promptly the casting of such vote to the person presiding over the meeting or files a written statement with the secretary stating that thereafter the vote must be cast pro rata in accordance with each leaseholder's interest in the assessment unit, then such vote shall thereafter be cast pro rata by all leaseholders in accordance with their interest in the leasehold.

Section 7. Majority of Leaseholders. As used in these By-Laws, the term "majority of leaseholders" shall mean those leaseholders having more than 50% of the authorized votes of all leaseholders present in person or by proxy and voting at any meeting of the leaseholders, determined in accordance with the provisions of Section 6 of this Article III.

Section 8. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of leaseholders having 50% of the total authorized votes of all leaseholders shall constitute a quorum at all meetings of the leaseholders.

Section 9. Majority Vote. The vote of a majority of leaseholders present at a meeting at which a quorum shall be present shall be binding upon all leaseholders for all purposes except where a higher percentage vote is required by law or by these By-Laws.

Section 10. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of leaseholders may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all leaseholders entitled to vote

thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a leased lot. All such consent action shall have the same force and effect as a unanimous vote.

Section 11. Membership. All leaseholders shall be members of the Corporation. Membership shall be appurtenant to and may not be separated from a leasehold interest in a lot.

ARTICLE IV Officers

Section 1. Designation. The principal officers of the Corporation shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors.

Section 2. Election of Officers. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the leaseholders and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a nonstock corporation organized under the Wisconsin Nonstock Corporation Law, including but not limited to, the power to appoint from among the leaseholders any committee which he decides is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the leaseholders and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a nonstock corporation organized under the Wisconsin Nonstock

Corporation Law. The Secretary shall count the votes at meetings of the Corporation.

Section 7. Treasurer. The Treasurer shall have the responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Corporation in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a nonstock corporation organized under the Wisconsin Nonstock Corporation Law.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Corporation approved by the Board of Directors may be executed by the President of the Corporation or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No member of the Board of Directors serving as an officer shall receive any compensation from the Corporation for acting as such.

ARTICLE V Operation of the Property

Section 1. Determination of Common Expenses. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess such common expenses against the leaseholders based on the number of housing units located on lots leased by the leaseholders. (Each leaseholder shall receive one assessment for each housing unit owned.) In the event a leaseholder does not possess a housing unit within the Property, such leaseholder shall be assessed as if he owns one housing unit within the Property. The assessment for common expenses for the entire year shall be effective as of May 1 of each year but shall be payable by July 31. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance which have been obtained by the Board of Directors. The common expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the common elements, including, without limitation, an amount for working capital, for a reserve fund for the periodic maintenance, repair and replacement of common elements based upon the estimated remaining useful life of such elements, for a reserve for contingencies, and for making up any deficit in the common expenses for any prior year. The common expense may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all leaseholders, of any housing unit whose owner has elected to sell such housing unit or of any housing unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each leaseholder in writing of the amounts of common expenses payable by him, and shall make

available at or before the annual meeting copies to all leaseholders of each budget on which such common expenses are based. If the actual expenses of the Corporation exceed the budgeted expenses, or in the event of special circumstances requiring additional funds with respect to one or more housing units, the Board of Directors shall be empowered to meet whenever necessary and to assess additional common expenses or special assessments against one or more of the leaseholders which shall be payable as the Board of Directors directs.

The Board of Directors shall obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine. The Board of Directors shall obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws.

Section 2. Payment of Common Expenses. All leaseholders shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such time or times and in such manner as the Board of Directors shall determine. Each leaseholder shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the Corporation or the Board of Directors on any matter.

Section 3. Collection of Assessments. The Board of Directors shall take prompt action to collect from a leaseholder any assessment due which remains unpaid by him for more than 180 days from the due date for its payment.

Section 4. Default in Payment of Common Expenses. In the event of default by any leaseholder in paying to the Board of Directors the assessed common expenses, such leaseholder shall be obligated to pay interest at the highest annual rate permitted by law or at 12% per annum, whichever is less, on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such leaseholder pursuant to Chapter 704, Wis. Stats., or otherwise. The Board of Directors shall also have the right to prohibit such leaseholder from voting at a meeting of the Corporation if the Corporation has notified the leaseholder in writing of a default in payment of his assessment and such default has not been cured at the time of the meeting.

The Board of Directors shall also have the right to publish in common elements of the Property the names of all leaseholders who are more than 180 days delinquent in the payment of their assessments. By acceptance of a lease to his lot, each leaseholder shall be deemed to have consented to such publication.

Section 5. Statement of Common Expenses. The Board of Directors shall promptly provide any leaseholder, who makes a request in writing, with a written statement

of his unpaid common expenses.

Section 6. Grievance Procedure.

A. The Board of Directors or any leaseholder may file a written complaint with the Secretary of the Corporation against another leaseholder for violation of these By-Laws and any rules and regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefore and the hearing procedure to the leaseholder complained of by personal delivery or by certified mail, return receipt requested. The leaseholder complained of may, within 45 days of delivery or mailing of the notice, file a written answer with the Secretary admitting or denying the allegations in the notice. If, within the time period allowed, the leaseholder complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the leaseholder complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Grievance Committee to be held not less than 14 or more than 90 days after delivery or mailing of a notice of hearing to the parties.

B. Upon the delivery or mailing of the notice of hearing, the President of the Corporation shall appoint the Grievance Committee. The Grievance Committee shall consist of three disinterested leaseholders chosen from a list approved by the Board of Directors. The hearing shall be conducted by the Grievance Committee. The parties shall be entitled to representation at the hearing by counsel and shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each leaseholder to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within fourteen days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the leaseholder.

C. Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the By-Laws, impose a fine against the defaulting leaseholder which shall constitute a special assessment against the leaseholder and which if not paid within 30 days shall bear interest at the rate of 12% per annum or the maximum rate allowed by law, whichever is less.

Section 7. Maintenance and Repair.

A. All maintenance of and repairs to any lot or housing unit thereon (including all grass cutting and painting and repairs to the exterior of the housing unit) structural or constructural, ordinary or extra-ordinary shall be made by the owner of such unit. Each leaseholder shall be responsible for all damages to any other housing unit, lot or common element resulting from his negligence, misuse, misconduct or neglect, except to the extent such damages may be caused by a peril for which insurance coverage is

maintained by the Corporation.

B. If a leaseholder fails to maintain his lot or housing unit in a manner consistent with the standards of maintenance of the Corporation, the Corporation may, upon 30 days' written notice to such leaseholder, proceed to arrange for the necessary maintenance or repair of the lot or housing unit. All costs so incurred by the Corporation shall constitute a common expense which shall be specially assessed solely against the affected lot or housing unit and the Corporation shall take such steps as are permitted or required by this Article to enforce payment of such special assessment.

C. All maintenance, repairs and replacements to the common elements (unless necessitated by the negligence, misuse, misconduct or neglect of a leaseholder, in which case such expense shall be charged to such leaseholder) shall be provided for by the Board of Directors and the costs therefore charged to all the leaseholders as a common expense.

Section 8. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common elements shall require additions, alterations or improvements costing in excess of 15% of the annual operating budget, and the making of such additions, alterations or improvements shall have been approved by a majority of leaseholders voting at an annual or special meeting, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all leaseholders for the cost thereof as a common expense. Any additions, alterations or improvements costing 15% of the annual operating budget or less may be made by the Board of Directors without approval of the leaseholders and the cost thereof shall constitute a common expense.

Section 9. Water Service. Water service to all lots having been discontinued in October of 1999, all expenses for water consumed or used in or in connection with the Property shall be at the leaseholder's sole expense.

Section 10. Electricity and Gas. Electricity and gas required to service the common elements shall be paid as a common expense.

Section 11. Rules of Conduct. Rules and Regulations concerning the use of the leased lots and the common elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each leaseholder prior to their effective date.

Section 12. Right of Access. A leaseholder shall grant a right of access to his lot and housing unit to any person authorized by the Board of Directors to correct any condition originating in his housing unit and threatening another lot, housing unit or the common elements. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the leaseholder. However, in case

of an emergency, such right of entry shall be immediate, whether the leaseholder is present at the time or not.

Section 13. Litigation. In any action with respect to these By-Laws or rules and regulations promulgated by the Board of Directors, the Corporation or any leaseholder, sub-lessee of a leaseholder, invitee or agent of a leaseholder may pursue any remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

ARTICLE VI Mortgages

Section 1. Rights of Mortgagees.

(a). As to any mortgagee of a leasehold interest and/or housing unit or insurer or guarantor of any leasehold interest and/or housing unit mortgagee (referred to below, collectively, as the “mortgagee”) which has notified the Secretary of the Corporation in writing delivered or mailed by certified mail to the office and mailing address stated in Article I Section 3 of these By-Laws that it desires to receive notice of the following matters:

(b). The Board of Directors shall give the mortgagee written notice by mail of the call of any meeting of the membership or the Board of Directors of the Corporation to be held for the purpose of considering any proposed amendment to these By-Laws; The Board of Directors shall give the mortgagee by mail a copy of the notice of default which is given to any leaseholder on any failure to comply with or violation of any of the provisions of this the By-Laws and rules and regulations promulgated hereunder, and any amendments thereto, simultaneously with the giving of required notice to any leaseholder (which shall be not later than 90 days after such failure), and shall grant to the mortgagee the right to correct or cure the violation set forth in such notice of default within 90 days after the giving of such notice;

(c). The Board of Directors shall permit the mortgagee to examine books and records of the Corporation (including current copies of these By-Laws and all rules and regulations promulgated hereunder) and upon request shall furnish the mortgagee annual reports and such other financial data as it sends to leaseholders.

ARTICLE VII Condemnation

Section 1. Common Elements. In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property exclusive of any of the leased lots or housing units thereon, the award made for such taking shall be payable to

the Corporation. The proceeds of the award shall be disbursed to the leaseholders in proportion to the number of lots leased by each leaseholder to the total number of lots then leased by the Corporation if such proceeds equal more than two years' budgeted common expenses; otherwise, such proceeds shall be retained by the Corporation and applied toward the subsequent year's common expenses.

Section 2. Leased Lots and Housing Units. In the event of a taking in condemnation or by eminent domain of part or all of a leased lot and any housing unit situated thereon, the leaseholder of such lot shall have the right to the full award made for such taking.

ARTICLE VIII Records

Section 1. Records and Reports. The Board of Directors shall keep detailed records of the actions of the Corporation and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the leaseholders, and financial records, and books of the account of the Corporation, including a chronological listing of receipts and expenditures, as well as a separate account of each housing unit which, among other things, shall contain the amount of each assessment of common expenses against such housing unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Corporation shall be rendered by the Board of Directors to all leaseholders at least annually.

ARTICLE IX Subleases, Assignments, and Short-Term Rentals

Section 1. Restrictions on Assignment. No leasehold interest in a lot may be assigned without the prior written approval of the Board of Directors, which approval shall not be unreasonably withheld, and except in accordance with this Article. A leaseholder shall notify the Secretary of the Corporation of any pending assignment of his leasehold interest. Such notice shall be in writing and shall be sent to or taken to the Corporation's Office and shall inform the Secretary of the names of the prospective assignees. The Board of Directors shall inform the leaseholder of the Board's approval or disapproval of the pending assignment within ten days after notice and all required forms and the payment of all required fees are received in the Corporation's Office. In the event that the Board of Directors fails to so inform the leaseholder within such ten-day period, the Board of Directors shall be deemed to have approved the transfer. Such Board approval may be given by the signatures of any two members of the Board of Directors. Any leasehold interest transferred by a will, trust, divorce, or any other legal document also requires the approval of the Board of Directors, and such approval should be applied for by the assignees within six months after the effective date of the transfer.

Section 2. Assignment. Before any assignment of a leasehold interest in a lot shall be effective, the prospective assignee shall execute jointly with the corporation an assignment of lease agreement or such other document as the Board of Directors requests under which the assignee assumes all of the obligations and liabilities of a leaseholder as set forth in such agreement and these By-Laws. The Corporation may charge each assignee a transfer fee in such amount as the Board of Directors deems reasonable to cover its administrative expenses. Such fee shall be payable on or before the date of the assignment. No assignment shall be effective until such fee is paid. The leasehold interest can be assigned, transferred, mortgaged and sublet an unlimited number of times either without restriction except payment of the administrative fee and assumption of obligations and liabilities by the assignee. The Corporation may not require a credit review or impose other qualifying criteria on any assignee, transferee, mortgagee or sublessee.

Section 3. Sublease. Before any sublease of a leasehold interest in a lot shall be effective, the prospective sublessee shall execute and deliver to the Board of Directors a statement in writing reciting that such sublessee has received a copy of these By-Laws and any rules and regulations promulgated hereunder, and that such sublessee has reviewed same and agrees to abide and be bound by the same including the provisions set forth in Article V Section 14. The Corporation may charge each leaseholder who subleases his lot a sublease fee of such amount as the Board of Directors deems reasonable to cover its administrative expenses. Such fee shall be payable on or before the date of the sublease. No sublease shall be effective until such fee is paid.

Section 4. Short-Term Subleasing/Rentals.

A. Leasehold interests in a lot may not be subleased, licensed or otherwise made available for paid occupancy, for terms of less than seven (7) days. Leaseholders are prohibited from advertising the (sub)leasing, licensing, or other short term occupancy availability of their leasehold via any public platform (including, but not limited to: VRBO, Airbnb, Homeaway, Craigslist or other online or hardcopy marketing) for any term less than the minimum term of seven (7) days.

B. Parking for sublessees and other short-term occupants is limited to the available parking on the leased lot.

C. Leaseholders are responsible for informing their sublessees/occupants/guests of all applicable Bylaw regulations and Rules and Regulations of Delavan Lake Assembly Park. Further, leaseholders are responsible for their sublessees/occupants/guests' compliance with said Bylaws, Rules and Regulations.

D. Violations of the above provisions will be enforced by the Board of Directors as follows:

- **First violation:** \$250 fine, imposed against the defaulting leaseholder which shall constitute a special assessment against the leaseholder and which if not paid within 30 days shall bear interest at 12% per annum or the maximum rate allowed by law, whichever is less.

- **Second violation:** \$500 fine, imposed against the defaulting leaseholder which shall constitute a special assessment against the leaseholder and which if not paid within 30 days shall bear interest at 12% per annum or the maximum rate allowed by law, whichever is less.

- **Third violation:** \$1,000 fine, imposed against the defaulting leaseholder which shall constitute a special assessment against the leaseholder and which if not paid within 30 days shall bear interest at 12% per annum or the maximum rate allowed by law, whichever is less; and revocation of the privilege to sublease the leaseholder's lot.

Section 5. Records. The Secretary of the Corporation shall keep records of all subleases and assignments of leasehold interests, and shall be responsible for issuing certificates of membership to each assignee upon the proper assignment of a leasehold interest in accordance with this Article.

ARTICLE X Miscellaneous

Section 1. Notices. All notices to the Board of Directors or the Corporation shall be sent by registered or certified mail, to the office of the Corporation or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any leaseholder shall be mailed or hand delivered to such address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees shall be mailed or hand delivered to their respective addresses, as designated by the leaseholders to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the leaseholders or their mortgagees need not be mailed by registered or certified mail, except as otherwise provided in these By-Laws.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. 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 By-Laws or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws 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.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Lease Extensions. All presently existing leases heretofore issued by Delavan Lake Assembly to lots situated in Delavan Lake Assembly, a subdivision in the Town of Delavan, Walworth County, Wisconsin, for a period of 99 years commencing as of September 1, 1898, have been extended for an additional period of 75 years commencing as of September 1, 1997 (to August 31, 2072).”

ARTICLE XI Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by vote of a majority of the authorized votes of all leaseholders, such vote to be taken at a meeting of leaseholders duly held for such purposes.