

AMENDED AND RESTATED

BYLAWS OF

BRADFORD POINT PROPERTY OWNERS ASSOCIATION, INC.

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ARTICLE I

DEFINITIONS

For convenience, the corporation (Bradford Point Property Owners' Association, Inc.) shall be referred to in this instrument as the Association; the Board of Directors of the Association, as the Board; Chapter 703, Wisconsin Statutes, the Wisconsin "Condominium Ownership Act," as the Act; the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Conditions for Bradford Point, as the Declaration; the Articles of Incorporation of the Association, as Articles; and the Bylaws of the Association, as Bylaws. Furthermore, as used in these Bylaws, the term "majority" shall mean more than fifty percent (50%) of the Nominees of the members entitled to vote or Board members entitled to vote.

ARTICLE II

NAME AND LOCATION

The name of the Association shall be Bradford Point Property Owners' Association, Inc., and the principal mailing address of the Association shall be P.O. Box 1223, Eagle River, Wisconsin 54521, or such other address as the Board may from time to time specify by a filing with the Wisconsin Department of Financial Institutions. Any change of mailing address shall be communicated in writing to the members of the Association.

ARTICLE III

MEMBERS, VOTING AND MEETINGS

A. Members. The members of the Association shall consist of all of the Unit Owners. If a Unit Owner consists of more than one person or entity, the membership related to said Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held.

B. Voting. The number of votes appurtenant to each Unit shall be one (1). If a Unit is owned by more than one person or entity, the vote appurtenant to such Unit shall not be split or divided but shall be exercised as if the Unit were owned by only one person.

C. Name, Address and Nomination. Every purchaser of a Unit shall deliver to the Association within twenty (20) days after ownership of a Unit is obtained, a written statement, signed by the Unit Owner(s), indicating the name(s) of the Unit Owner(s), the current mailing address of the Unit Owner(s), and the name and address of the person nominated by the Unit Owner(s) to cast the vote appurtenant to the Unit, (said person sometimes hereinafter referred to as "Nominee"). No Nominee will be entitled to vote at a meeting of members until the statement required herein is delivered to the Association. The Nominee must be a Unit Owner or a spouse, officer, partner or beneficiary of a Unit Owner.

D. Membership List. The Association shall maintain a current membership list showing the name(s) of all of the Unit Owner(s), the current mailing addresses of all of the Unit Owner(s) and the name and current mailing address of the Nominee. Only the Nominee shall be entitled to cast the vote in person or by proxy. A Nominee may only be changed by notice in writing to the Secretary of the Association signed by a majority of the persons or entities having an ownership interest in the Unit.

E. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of said Unit. Membership in the Association may not be transferred, except in connection with a transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of the Unit transferred, date of the transfer, name and address of Nominee of the new Unit Owner(s), and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes in the membership list effective as of the date of transfer.

F. Suspension of Voting Right. In the event that there is a delinquency in the payment of any Assessment or installment thereof, the Association shall file a Statement of Condominium Lien with the Clerk of Circuit Court for Vilas County in accordance with the Declaration and, from the date said Statement of Condominium Lien is filed, the voting right of the Owner(s) of the Unit upon which the Statement of Condominium Lien is filed shall be suspended until all delinquent amounts, including costs, interest at one and one-half percent (1 ½ %) per month from the due date and attorneys' fees, if any, are paid in full. A Unit Owner whose voting right is suspended under this paragraph is not a "member entitled to vote" as that phrase is used in these Bylaws and the Nominee of said Unit Owner shall not be entitled to vote until the lien amount is paid in full.

G. Annual Meeting. The term of office for all directors shall be two (2) years. All directors shall take office at the Board meeting immediately following the Annual Meeting at which they are elected. The regular annual meeting of members shall occur on the Saturday between Christmas and New Years except when Christmas Eve, Christmas Day, New Years Eve or New Years Day falls on a Friday or Saturday in which case the annual meeting will be held on a selected weekday between Christmas and New Years. The purpose of the annual meeting of members shall be the election of directors, approval of the operating

budget for the upcoming fiscal year, and the transaction of such other business as may come before the meeting.

H. Special Meetings. Special meetings of the members shall be held whenever called by the President or a majority vote of the Board, or upon receipt by the Board of a written request signed by not less than twenty-five percent (25%) of the Unit Owners stating the purpose for such meeting.

I. Place of Meeting. Meetings of the members shall be held at the principal office of the Association or at such other suitable place convenient to the Nominees as may be designated by the Board.

J. Notice of Meetings. Notice of the annual meeting of members, together with a copy of the proposed operating budget, as provided in Article VI, Paragraph B, shall be delivered or mailed to every Nominee at the address shown on the membership list at least thirty (30) days prior to said meeting. Notice of any special meeting of the members shall be delivered or mailed at least ten (10) days prior to such meeting. All such notices shall specify the place, the day and hour, and in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted before, at the time of, or after any meeting from any Nominee.

K. Quorum. A quorum for a meeting of members shall consist of more than fifty percent (50%) of the Nominees. A Nominee may cast his vote in person or by proxy. The act of a majority of the votes present in person or by proxy at any meeting of members at which a quorum is present shall be the act of the members, except when approval by a greater number of votes is required by the Act, the Declaration, the Articles or these Bylaws. If any meeting of members cannot be organized because a quorum is not present, a majority of the Nominees who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at

which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

L. Proxies. At all meetings of members, each Nominee may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the meeting is called to order. Every proxy shall be effective for a maximum period of one hundred eighty (180) days, (unless granted to a Mortgagee or Lessee), shall be revocable and shall automatically cease upon the conveyance of the Unit that the proxy represents.

M. Presiding Officer and Order of Business. The President of the Association shall preside over all annual or special meetings of members. The order of business at annual meetings of members and (as far as practical) at special meetings of members shall be as follows:

1. Call to order by presiding officer;
2. Roll call and certification of proxies;
3. Proof of notice of meeting or waiver of notice;
4. Reading and disposal of any unapproved minutes;
5. Officer's reports;
6. Appointment of inspector(s) of election;
7. Announce nominations for directorships;
8. Election of directors;
9. Old business;
10. Approval of operating budget for upcoming fiscal year;
11. Other new business;
12. Adjournment.

ARTICLE IV

BOARD OF DIRECTORS

A. Powers and Duties of the Board. The affairs of the Association shall be governed by the Board. All powers and duties that the Association has and as shall be necessary for the administration of the affairs of the Association, shall be exercised in accordance with the provisions of the Act, the Declaration, the Articles, these Bylaws, and the statutory and common law of the State of Wisconsin.

B. Number, Qualification, Nomination, Election and Term of Office. The Board shall consist of five (5) persons at all times. Each director shall be a Unit Owner or the spouse of a Unit Owner. If a Unit Owner is more than one person or entity, any of said persons or entities is eligible for election to the Board. If a Unit Owner is a corporation, partnership, or trust, any officer, partner or beneficiary, respectively, is eligible for election to the Board. If a director shall cease to be a Unit Owner or spouse, officer, partner, or beneficiary of a Unit Owner, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant. A nominating committee of three (3) members shall be appointed by the Board not less than sixty (60) days prior to any meeting at which directors are to be elected. The committee shall collect nominations from the membership and report all such interested parties to the Board for inclusion in the election of Directors at said meeting. No nominations may be made from the floor. Nominations presented by proxy or at the meeting shall be deemed closed; each Nominee shall be entitled to cast one (1) vote for each directorship that is being elected. Not more than one (1) vote may be given to any person nominated for a directorship. The person or persons receiving the most votes shall be elected to the vacant directorship. In the event of a tie between

persons nominated for directorships, a run-off election shall be held in which those persons who are tied are the only candidates. Each director elected shall serve a two (2) year term, until the next succeeding annual meeting of members and until his or her successor is duly elected. A person may serve more than one (1) term on the Board.

C. Vacancies on Board. Vacancies on the Board caused by any reason other than the removal of a director by a vote of the Nominees of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of members.

D. Removal of Directors. At any regular or special meeting of members duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the Nominees of the members entitled to vote and a successor may then and there be elected to fill the vacancy thus created.

E. Annual Meeting and Notice. The annual meeting of the Board shall continue to be held immediately after each annual meeting of members and at the same place as each annual meeting of members. This Bylaw shall serve as the notice of each annual meeting of the Board, and no additional notice shall be required.

F. Special Meetings and Notice. Special meetings of the Board may be called by the President or by three (3) directors on two (2) days' prior notice to each director, given personally or by mail, which notice shall state the time, place, and purpose of the meeting. Any special meeting of the Board may be conducted by teleconference. Special meetings of the Board shall also be called upon receipt by the President or the Board of a written request signed by not less than ten percent (10%) of the Unit Owners, specifying the issue for which Board consideration is requested.

G. Waiver of Notice. Before, at or after any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

I. Fidelity Bonds. The Board may require that some or all officers and/or employees of the Association handling or responsible for the Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association as a Common Expense.

J. Presiding Officer and Order of Business. The presiding officer of the Board meetings shall be the Chairman of the Board, if such an officer is elected by the Board. If no Chairman of the Board is elected, the President of the Association shall preside. In the absence of the presiding officer, any Vice President of the Association shall preside over any Board meeting. The order of business at annual meetings of the Board and (as far as practical) at special meetings of the Board, shall be as follows:

1. Roll call;
2. Proof of notice of meeting or waiver of notice;

3. Reading and disposal of any unapproved minutes;
4. Reports of all officers and committees;
5. Election of Officers;
6. Old business;
7. New business;
8. Adjournment.

K. Directors' Fees. Any fees to be paid to members of the Board must be approved by the majority of the Nominees of the Unit Owners.

L. Committees. The Board may establish one or more committees from time to time to assist the Board in the discharge of its duties, and may appoint other Unit Owners to serve on such committees.

ARTICLE V

OFFICERS

A. Designation, Election and Removal. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer. Each officer must also be a member of the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary and the offices of President and Vice President. The officers shall be elected at the annual meeting of the Board. Any officer may be removed from office either with or without cause upon a majority vote by the Board. The successor to a removed officer shall be elected at the same meeting in which the officer is removed or at any special meeting called for that purpose.

B. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He

shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. He shall also serve as the supervisor of the Property Manager unless this responsibility is assigned to another Board member upon a vote of the majority of Board.

C. 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 both the President and the Vice President are unable to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be assigned to him by the Board.

D. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all the duties incident to the office of Secretary.

E. Treasurer. The Treasurer shall have the overall responsibility for control over the Association's budget; billing and collection of receipts; disbursements; books of account; financial reports; and any required governmental report filings. This would include timely notification of the mortgagee (lender) when any of the following occur:

There is a 60-day delinquency in the payment of assessments owed by the owner of any unit securing the mortgage. There is any condemnation or casualty loss that affects either a material portion of the project or unit securing the mortgage. There is any lapse, cancellation or material change of any insurance policy maintained by the Association. There is any proposed action that requires the consent of a specified percentage of mortgagee's (lender).

A public accounting firm or bookkeeping service may be engaged by the Association to

perform some of these services. Any Bank depositories used by the Association and any borrowings or lines of credit established with the institution must be approved by the Board.

F. Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person: (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

G. Officers' Fees. No officer shall receive any fee or other compensation for services rendered to the Association except upon approval by a majority of the Nominees of Unit Owners.

ARTICLE VI

OPERATION OF THE CONDOMINIUM

A. Rules and Regulations. The Association shall from time to time adopt Rules and Regulations governing the operation, maintenance and use of the Units and the Common Elements by the Unit Owners and occupants. Such Rules and Regulations shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units shall conform to

and abide by all such Rules and Regulations. A violation of any of the Rules or Regulations shall constitute a violation of the Declaration. The Board shall designate such means of enforcement thereof as it deems necessary and appropriate. The Rules and Regulations may be altered, amended or repealed by a majority vote of the members.

B. Annual Assessments. The Board shall determine the projected annual Common Expenses for the Association for the upcoming fiscal year and prepare an operating budget for said fiscal year based upon the projected annual Common Expenses. The operating budget shall provide for a reserve fund in anticipation of unexpected Common Expenses. A copy of the proposed operating budget shall be delivered to the members with the notice of the annual meeting. The operating budget shall constitute the Annual Assessment required in the Declaration and shall be fixed by a majority vote of the Nominees at the annual meeting. The amounts required in the operating budget shall be assessed against the Units and allocated among the Unit Owners according to their respective percentages of ownership in the Common Elements as set forth in the Declaration. For purposes of providing for the insurance and maintenance of the garage buildings, the Board may make a separate, additional assessment against the garage units, not to exceed \$100.00 annually per garage unit. The amounts required in the operating budget shall be prorated and paid quarterly or annually by each Unit Owner to the Association on or before the fifth day of each quarter beginning with the month of January. If the owner selects to pay annually, the entire annual assessment must be paid by the 5th of January for the upcoming year. The operating budget and the required quarterly payment from each Unit Owner for the upcoming fiscal year shall be set forth in writing and delivered to each Unit Owner not later than 10 days after the Annual Meeting at which the budget is adopted.

C. Supplemental Assessments. If, during the course of a fiscal year, it shall appear to the Board that the annual Assessment is insufficient to cover the annual Common Expenses of the Association for said fiscal year, the Board shall prepare and approve a supplemental budget to cover the estimated deficiency for the remainder of the fiscal year.

The amounts required in the supplemental budget shall be assessed against the Units and allocated among the Unit Owners according to their respective percentages of ownership in the Common Elements as set forth in the Declaration. The amounts required in the supplemental budget shall be prorated and paid quarterly by each Unit Owner to the Association along with their regular quarterly annual Assessment installment payment. The supplemental budget and required quarterly payment necessary to meet said supplemental budget shall be delivered in writing to each Unit Owner at least ten (10) days before the first quarterly payment under the supplemental budget becomes due.

D. Special Assessments. In addition to the annual Assessment and Supplemental Assessment power as specified in the Declaration, the Board shall also have the power to declare and collect a Special Assessment from all Unit Owners for unforeseen, unbudgeted Common Expenses. The Board shall also have the power to declare and collect from individual Unit Owners a Special Assessment for work performed or benefits conferred upon any particular unit, including the maintenance of additional improvements installed by a Unit Owner. The Board shall not have the authority to make an unbudgeted capital improvement without approval of the members at the annual meeting or a special meeting called for that purpose.

E. Default. If a member of the Association fails to pay any Assessment authorized under the Act, the Declaration or these Bylaws within thirty (30) days after the date the Assessment or an installment of an Assessment is due, said overdue Assessment shall bear interest at one and one-half percent (1 ½ %) per month from the due date until paid in full. The Board, in the name of the Association, may exercise any and all remedies provided for in the Act, the Declaration, the Articles or these Bylaws or under the statutory or common law of the State of Wisconsin to recover such unpaid amount. Any costs or reasonable attorneys' fees incurred by the Association in exercising said remedies shall be paid by the delinquent Unit Owner and shall bear interest at the highest contract rate allowed by law from the date incurred until paid in full.

F. Statement of Unpaid Assessments. The Board shall issue, upon demand by any grantee, mortgagee or other encumbrance of a Unit, a statement setting forth whether or not any Assessment against a given Unit has been paid as required in the Declaration. A reasonable charge may be made for providing such statement. If a statement states that an Assessment has been paid, such statement shall be conclusive evidence of such payment.

Any grantee of a Unit is entitled to a statement from the Board setting forth the amount of unpaid Assessments against the grantor or his Unit and the grantee is not liable for nor shall the Unit conveyed be subject to a lien which is not filed for any unpaid Assessment against the grantor in excess of the amount set forth in said statement. If the Board does not provide such a statement within ten (10) business days after the grantee's request, the Association and/or the Board are barred from claiming against the grantee under any lien which is not filed prior to the request for the statement.

G. Fines and Penalties. The Board shall have the authority to fine Unit Owner(s) for infractions of the Association's rules and regulations caused by the Unit Owner, the Unit Owner's guests, or the Unit Owner's tenants. Any fine imposed under this Paragraph shall constitute a Special Assessment against such Unit Owner(s). In addition, the Board shall have the authority to suspend the voting rights of a Unit Owner for any period not to exceed sixty (60) days for any infraction of the Association's Rules and Regulations caused by the Unit Owner, the Unit Owner's guests or the Unit Owner's tenants.

ARTICLE VII

FISCAL YEAR, RECORDS, MINUTES AND SEAL

A. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

B. Records. The Association shall keep detailed, accurate records using standard bookkeeping procedures of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours.

C. Minutes. The minutes of all meetings of members and the Board shall be taken and kept in a book available for inspection at all reasonable times by members, their Nominees or the Board. Minutes shall be retained for not less than ten (10) years.

D. Seal. The Association shall have no corporate seal.

ARTICLE VIII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of sixty-seven percent (67%) of all of the votes entitled to be cast.

ARTICLE IX

MISCELLANEOUS

A. Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or filed of record, the deed, lease, assignment or other conveyance to him of such Unit or other evidence of his title thereto, and shall file such document with and present such

other evidence of his title to the Secretary of the Association and the Secretary shall maintain all such information in the membership list and records of the Association.

B. Mortgages. Any Unit Owner who Mortgages his Unit or any interest therein shall notify the Secretary of the Association of the name and address of his Mortgagee, and also of any release of such Mortgage, and the Secretary shall maintain all such information in the membership list and records of the Association.

C. Indemnity of Officers and Directors. Every person who is or was a director or officer of the Association (together with heirs, executors, and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason of, arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided, however, that nothing in this Article IX, Section C, contained shall be deemed to obligate the Association to

indemnify any member or Unit Owner who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, the Act, the Articles or these Bylaws as a member of the Association or Unit Owner covered thereby.

D. Subordination. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Act which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or the Act.

E. 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. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

F. Binding on Occupants. All present or future Unit Owners, tenants, and any other person that might use the facilities of the Condominium in any manner are subject to these Bylaws and the Rules and Regulations established by the Board. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these Bylaws and the Rules and Regulations established by the Board are accepted, ratified and will be complied with by said occupant.

G. Informal Action by Members or Directors. Any action required by the Act, the Declaration, these Bylaws or any other provision of law to be taken at a meeting or which may be taken at 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 members entitled to vote (or their Nominees or proxies) or directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote, and may be stated

as such in any documents filed with the Register of Deeds, Clerk of Circuit Court, Secretary of State, lending institutions or any other authority.

H. Parliamentary Procedure. The latest edition of Robert's Rules of Order shall govern the conduct of all meetings of members or the Board when not in conflict with the Declaration, the Articles, these Bylaws or the Act.