

**BYLAWS
OF
GOPHER POINT ESTATE CONDOMINIUM ASSOCIATION, INC.**

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**BYLAWS
OF
GOPHER POINT ESTATE CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
Name and Purpose**

Pursuant to the Articles of Incorporation of Gopher Point Estate Condominium Association, Inc. And the Declaration recorded in the Office of the Register of Deeds for Barron County, Wisconsin (the "Declaration"), the following are adopted as the Bylaws of Gopher Point Estate Condominium Association, Inc. (the "Association"), which is a nonprofit corporation formed and organized to serve as an Association of Owners who own real estate and improvements (hereinafter the "Property") within the land area described in said Declaration and subject to the terms and conditions of the Declaration. The location of the principal office of the Association shall be 1740 Brackett Avenue, Eau Claire, WI 54701.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Owners, their heirs, administrators, personal representatives, successors, and assigns.

**ARTICLE II
Members, Voting, and Meeting**

- 2.1 **Members.** The corporation shall have members hereinafter defined and the rights and qualifications of the members are as follows:
- (a) **Defined.** Members shall be all Owners, including the Developer, Gopher Point Development Company, LLC, and shall have one (1) vote for each Unit owned. Every Owner, upon acquiring such ownership, shall automatically become a member of the Association and shall remain a member until the time his or her ownership of such Unit ceases for any reason, at which time his or her membership in the Association shall automatically cease.
 - (b) **One Membership per Unit.** One (1) membership and one (1) vote shall exist for each Unit. If two units are combined into one, the owner of the combined unit shall have two (2) votes and shall pay two (2) assessments. If title to a Unit is held by more than one (1) person, the membership related to that Unit shall be shared by the Unit's Owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the nomination contained in the Membership List.
 - (c) **Membership List.** The Association shall maintain a current membership List showing the membership pertaining to each Unit and the person designated to cast the one (1) vote pertaining to such Unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by persons comprising a majority of ownership interest in the Unit.
 - (d) **Transfer of Membership.** Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of the Unit. Membership in the Association may not be transferred, except in connection with the

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

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owner, identification of Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent; and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

- 2.2 **Quorum and Proxies for Members' Meetings.** A quorum for members' meetings shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations on the Membership List. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meetings or for the period of time designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members 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.
- 2.3 **Time, Place, Notice, and Calling of Members' Meetings.** Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in written, to each member at the member's address as it appears on the books of the Association and shall be mailed or personally delivered not less than five (5) days nor more than sixty (60) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The Annual Meeting shall be held as scheduled by the directors, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the member shall be held whenever called by the President or any two (2) members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III

Board of Directors

- 3.1 **Number and Qualifications of Directors.** The Board of Directors shall consist of three (3) Persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraphs 3.3 and 3.4 below.
- 3.2 **Powers and Duties of the Board of Directors.** The affairs of the Associations shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.
- 3.3 **Initial Board of Directors.** The initial Board of directors shall consist of three (3) persons, appointed by the Developer, who need not be members of the Association, two of whom shall serve until the earlier of ten (10) years from the date the first Unit is conveyed from the Developer to a person other than the Developer or thirty (30) days after the conveyance of seventy-five percent (75%) of the common elements to purchaser ("the end of Developer control"). Following conveyance of twenty-five percent (25%) of the common elements to purchasers, the Association shall hold a meeting and the

Owners, other than the Developer, shall elect one (1) Board Member, who shall replace one (1) of the initial Board Members, and who shall serve until the next annual meeting of the Association. At such meeting, and at every following annual meeting prior to the end of Developer control, the Owners, other than Developer, shall elect one (1) Board member to serve until the earlier of the next annual meeting or the end of Developer control. Developer may, at Developer's option, at any time prior to the end of Developer control, transfer control by calling a meeting of the Association and providing for the election of Directors as set forth in paragraph 3.4 below.

3.4 **Election and Term of directors.** At a meeting of the Association within thirty (30) days of the end of Developer control, the members shall elect three (3) directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

- (a) One (1) director whose term will expire after one (1) year, at the next Annual Meeting of the Association;
- (b) One (1) director whose term will expire after two (2) years, at the second Annual Meeting of the Association after his or her election; and
- (c) One (1) director whose term will expire after three (3) years, at the third Annual Meeting of the Association after his or her election.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years, or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year. Each member of the Board of Directors, other than a member of the initial Board of Directors, shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.5 **Vacancies on Board.** Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote 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 may then and there be elected to fill the vacancy thus created.

3.6 **Removal of Directors.** At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members. Notice of the regular Annual meeting of the Board of directors shall not be required.

3.7 **Regular Meetings and Notice.** A regular Annual Meeting of the Board of Directors shall be held immediately after, and at the same place as, the Annual Meeting of the members. Notice of the regular Annual Meeting of the Board of Directors shall not be required.

3.8 **Special Meeting and Notice.** Special meetings of the Board of directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place, and purpose of the meeting.

- 3.9 **Waiver of Notice.** Before, at, or after any meeting of the Board of Directors, 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.
- 3.9.1 **Quorum of Directors—Adjournments.** At all meetings of the Board of Directors, 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 of Directors. If, at any meeting of the Board of Directors 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 any 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.
- 3.9.2 **Fidelity Bonds.** The board of Directors 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 and shall constitute a common expense.

ARTICLE IV

Officers

- 4.1 **Designation, Election, and Removal.** The principal officers of the Association shall be a President, Vice-President, Secretary, and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officers may be removed, either with or without cause; and his or her successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two (2) or more offices, except a combination of the offices of President and Secretary and a combination of the offices of president and Vice-President, may be held by the same person. In the event a meeting is called to elect a Director or Directors following the conveyance of twenty-five percent (25%) of the common element interest or immediately following the end of Developer control, whether the end of such control is at Developer's discretion or otherwise, the then-serving officers' terms shall end with the election of new Director(s). The reconstituted Board of Directors shall, at a meeting immediately following such election, elect officers to serve until the next annual meeting.
- 4.2 **President.** The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President 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.
- 4.3 **Vice-President.** The Vice-President shall be selected from among the members of the Board of Directors and shall take the place of the President and perform the President's 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 of Directors 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 imposed upon the Vice-President by the Board of Directors.

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- 4.4 **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association, shall count the votes at meetings of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.
- 4.5 **Treasurer.** The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all charges and assessments made by the Association.
- 4.6 **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 or her 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 or her 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 the person 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.
- 4.7 **Compensation.** No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V
Operation of the Property

- 5.1 **The Association.** The Association, acting through the Board of Directors, shall be responsible for administration and operation of the Association property, in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the Association.
- 5.2 **Rules and Regulations.** The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance, and use of the Owners and Occupants. Such rules and regulations of the Association 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 Areas, Limited common Areas, and facilities 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 such rules or regulations shall constitute a violation of the Declaration. The Association, through its Board of directors, shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be altered and amended or repealed in the same manner as these Bylaws (See Article VIII.)
- 5.3 **Common Expenses.** The Board of Directors, by a vote of two-thirds (2/3) of the

directors, shall determine the common expenses of the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated common

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expenses of the Association for the ensuing year. The amount required by such budget shall be assessed and charged against the Units and allocated amount the members of the Association according to their respective ownership of the Units as set forth in the Declaration.

- 5.4 **Assessments.** All assessments shall be in accordance with the Declaration, and particularly Article V thereof.
- 5.5 **Default.** If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law; and there shall be added to the amount due, the costs of suit and the legal interest, together with a reasonable attorney's fee. The Board of Directors shall have all the rights with respect to default as set forth in the Declaration.

ARTICLE VI

Duties and Obligation of Owners

- 6.1 **Rules and Regulations.** The Units and the Common and Limited Common Areas shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaw, and the rules and regulations of the Association.
- 6.2 **Maintenance and Repair of Units.** Every Owner must perform properly, or cause to be performed, all maintenance and repair work within the Owner's own Unit, which, if omitted, would affect the project in its entirety, or a portion belonging to other owners; and such Owner shall be personally liable to the Association for any damages caused by his failure to do so.
- 6.3 **Right of Access.** An Owner shall grant a right of access to the Owner's unit to the manager, the managing agent, and any other person authorized by the Board of Directors, the manager, or the managing agent to make inspection; to correct any condition originating in the Owner's unit and threatening another unit or a Common or Limited Common area of the facility; to install, alter, or repair mechanical or electrical services in other Common or Limited Common areas or facilities in his unit or elsewhere in the building; and to correct any conditions which violate the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance, and such entry shall be scheduled for a time reasonably convenient to the Owner. However, in case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.
- 6.4 **Limited Common Areas.** Every Owner must maintain the Limited Common Areas appurtenant to the Owner's Unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every Owner shall have the right to decorate the Limited Common Area appurtenant to the Owner's Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall have the prior written approval of the Board of Directors of the Association. Common driveways shall not be obstructed by vehicles or other objects which interfere with another person's access to his or her Unit.

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ARTICLE VII
General

- 7.1 **Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.
- 7.2 **Seal.** The Board of Directors may elect to provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin."

ARTICLE VIII
Amendments

- 8.1 **By Members.** 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 two-thirds (2/3) of all of the votes entitled to be cast.
- 8.2 **Rights of Developer.** No amendment of these Bylaws shall alter or abrogate the right of Developer as contained in these Bylaws unless the Developer has joined in said amendment.

ARTICLE IX
Miscellaneous

- 9.1 **Record of Ownership.** Every Owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment, or other conveyance to the Owner of such Unit or other evidence of the Owner's title thereto, and shall file such lease with and present such other evidence of the Owner's title to the Board of directors; and the Secretary shall maintain all such information in the record of ownership of the Association.
- 9.2 **Mortgages.** Any Owner who mortgages the Owner's Unit or any interest therein shall notify the Board of Directors of the name and address of the Owner's mortgagee, and also of any release of such mortgage and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors, at the request of any mortgagee or prospective purchaser of any Unit or interest therein, shall report to such party as to the status of assessments on such Unit then due and unpaid.
- 9.3 **Indemnity of Officers and Directors.** Every person who is or was a director or an officer of the Association (together with the heirs, executors, administrators, and personal representatives of such person) shall be indemnified by the Association against all losses, costs, damages, and expenses (including reasonable attorneys' fees asserted against, incurred by, or imposed upon such person) in connection with or resulting from any claim, action, suit, or proceeding, including criminal proceedings, to which the person is made; or threatened to be made, a party by reason of the person's being or having been such director or officer, except as to matters as to which the person 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 of Directors, 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 the person's 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 or 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 contained in this Article IX shall be deemed to obligate the Association to indemnify any member or owner of a Unit 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 such person under and by virtue of the Declaration, the Articles, and Bylaws of the Association, as a member of the Association, or Owner of a Unit covered thereby.

- 9.4 **Subordination.** These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto 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.
- 9.5 **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 of Directors to conduct or engage in any active business for profit on behalf of any or all the Owners.
- 9.6 **No Severance of Ownership.** No Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to the Owner's Unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interest without including all such interests shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interest of any unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer, or other disposition of the unit to which such interests are appurtenant, or as a part of a sale, transfer, or other disposition of such part of the appurtenant interests of all units.
- 9.7 **Financing of Purchase of Units by Board of Directors.** Acquisition of units by the Board of Directors, or its designee, on behalf of all Owners may be made from the working capital and common charges in the hands of the Board of Directors; or if such funds are insufficient, the Board of Directors may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Board of Directors.
- 9.8 **Waiver of Right of Participation with Respect to Units Acquired by Board of Directors.** In the event that a unit shall be acquired by the Board of Directors or its designee on behalf of all Owners as tenants in common, all such Owners shall be deemed to have waived all rights of partition with respect to such unit.
- 9.9 **Rental.** Owners may lease their units to a third party or parties with such other terms and conditions they so desire. Owners are responsible for any damage caused by tenants to units or common areas.

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- 9.10 **Payment of Assessments.** No Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell, or lease the Owner's Unit unless and until the Owner shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against the Owner's Unit and until the Owner shall have satisfied all unpaid liens against such Unit, except permitted mortgages.
- 9.11 **Membership.** Upon the sale of a Unit, the purchaser shall become a member of the Association. If an Owner leases his or her Unit, the Owner shall continue to be a member of the Association.