

**BYLAWS OF**  
**DELMAR IMPROVEMENT ASSOCIATION**

**ARTICLE I – DELMAR IMPROVEMENT ASSOCIATION MEMBERSHIP AND BOARD OF DIRECTORS**

**SECTION 1.1.** The Delmar Improvement Association Board of Directors (the “Board”) shall consist of up to twelve (12) Members (each a “Director”), whose terms of office shall be staggered, so four (4) shall be elected each year to a three (3) year term. As its main purpose, the Board shall have the authority to conduct the necessary daily affairs of the Delmar Improvement Association (the “Association”) in accordance with these Bylaws of Delmar Improvement Association (“Bylaws”).

A “Member” is a person who owns or is appointed by an entity that owns one of the properties / tax key lots in the Delmar Subdivision. In the event that property / tax key lot is owned by a corporation, LLC, limited partnership, or trust, the Member appointed shall, in addition, be appointed to receive Association mailings and to be responsible for the payment of any and all assessments and fees. Members are eligible to exercise the rights and privileges of Delmar Subdivision amenities and shall be required by the Association to be a resident in good standing defined as:

1. Maintain their property / tax key lot in a clean and uncluttered manner, as outlined in Article X
2. Respect the Association’s and others’ property or properties, as outlined in Article VIII and Article X
3. Pay annual assessments and fees on time
4. Adhere to these Bylaws

**SECTION 1.2.** The Board shall meet at such times as when called by the President. Minutes from these meetings shall be available on the Association website within three (3) weeks after each meeting.

**SECTION 1.3.** Any two (2) Directors may call a special meeting of the Board with a written or electronic request to the President stating the reason for the meeting. (See Article III, Section 2)

**SECTION 1.4.** All Board vacancies shall be filled and approved by a majority vote at the annual meeting by Members present at a meeting. If vacancies cannot be filled accordingly, Members may submit a written or electronic request to the President and/or Secretary requesting admission to the Board. Such requests shall be taken into consideration and approved by the Board.

**SECTION 1.5.** Each term, any Director with three (3) unexcused meeting absences may be asked to resign from the Board. A written or electronic request to review said Director’s absences must be made by any two (2) current directors and can only proceed and/or be approved by a Board majority vote.

**SECTION 1.6.** Any Director found to have conducted themselves inappropriately or illegally, or to have misused or abused their position as a member of the Board, by a two-thirds (2/3) Board vote, shall be asked to resign their position as a Director by the Board.

**SECTION 1.7.** Board vacancies occurring outside the annual meeting shall be filled by a majority vote of the Board. If vacancies cannot be filled by Members, the Board shall consist of current directors, regardless of number, until vacancies can be filled.

**SECTION 1.8.** The Board shall have the authority to approve and institute committees as necessary to efficiently conduct Association affairs. Committee membership shall consist of at

least one Director as the "Chairperson." If more than one Director is on a committee, then the

Chairperson shall be chosen by majority vote of the Board. The Chairperson may select any number of volunteering Members to join a committee. Committees shall report directly to the Board through the Chairperson and shall have authority to act on behalf of the Association only when approved by a majority of the Board.

**SECTION 1.9.** If one Member holds multiple positions on the Board, only one vote shall count per property / tax key lot as stated in Article III, Section 4.

## **ARTICLE II - ASSOCIATION EXECUTIVE OFFICERS**

**SECTION 2.1.** Association's Executive Officers shall be as follows:

1. President
  - a. Preside over Association resident member meetings
  - b. President shall be bonded
2. Vice President
  - a. Delmar website and social media forums
3. Secretary
  - a. Manage Association communications - phone, mail, email etc.
  - b. Categorize and transcribe Association information
  - c. Record all Association assessments for deposit by Treasurer as prescribed by the Board
  - d. DIA Secretary shall be bonded
4. Treasurer
  - a. Manage Association bank accounts and remit payments due as necessary as prescribed by the Board
  - b. Manage all Association assessments as prescribed by the Board
  - c. File Association income taxes as required by the IRS and the State of Wisconsin
  - d. Treasurer shall be bonded

### **DUTIES OF THE OFFICE:**

- A. **President:** The President is Chief Executive Officer of the Association, and subject to the control of the Board or any committees, shall supervise the affairs of the Association. The President will perform all duties incident to the office of President and any other duties that may be required by these Bylaws or prescribed by the Board.
- B. **Vice President:** The Vice President will perform all duties and exercise all powers of the President when the President is absent or is otherwise unable to act. The Vice President will perform any other duties that may be prescribed by the Board.
- C. **Secretary:** The Secretary will keep minutes of all Association meetings, act as custodian of Association records, give all notices as are required by law or by these Bylaws, and generally perform all duties incident to the office of Secretary and any other duties as may be required by law, by these Bylaws, or which may be prescribed by the Board. When a professional management company is performing any or all of the above duties, the Secretary shall supervise such activities.
- D. **Treasurer:** The Treasurer will have charge and custody of all Association funds, will deposit the funds as required by the Board, keep and maintain adequate and correct accounts of Association properties and business transactions, and render reports and accounting to the Board. The Treasurer will

perform all duties incident to the office of Treasurer, and any other duties that may be required by these Bylaws or

prescribed by the Board. When a professional management company is performing any or all of the above duties, the Treasurer shall supervise such activities.

E. **Directors:** Directors shall be required to maintain the Association's incorporation status annually or as required by federal and/or state law and be accountable and responsible to participate in all duties and functions sponsored by the Association. If required or requested by the Association, Directors responsible for individual committee reports shall submit said reports one week prior to any Board or Member attended meeting.

**SECTION 2.2.** The Board may provide for the appointment of additional officers as they deem in the best interest of the Association.

**SECTION 2.3.** Members shall elect Directors at an annual Member meeting and the Board shall elect the Executive Officers of the Association from the Directors. Each Executive Officer and Director shall hold his or her office for a period of 3 years.

**SECTION 2.4.** Whenever the Board may so order, one person may hold any two Executive Officer positions if the duties do not constitute a conflict of interest.

**SECTION 2.5.** Executive Officer vacancies shall be filled by the current Board.

**SECTION 2.6.** All Executive Officers and Directors shall be Members.

**SECTION 2.7.** The Board shall use all forms of communication available with one another in the interim between Board meetings. If a Board quorum is unattainable for any reason, the Executive Officers shall constitute an Executive Board capable of conducting valid Association business transactions in the interim between Board meetings.

**SECTION 2.8.** Executive Officers shall receive Board approved annual compensation. Such compensation will be divided and paid on a quarterly basis after the last day of each quarter in which the Officer served. Delmar Beach Guards shall receive Board approved compensation and shall receive payment for services on either a weekly or bi-weekly basis.

### **ARTICLE III – BOARD & MEMBERS MEETINGS**

**SECTION 3.1. ANNUAL MEETING.** The annual meeting of Members shall be held on the first Saturday in May each year at the park pavilion (weather permitting). A notice stating the annual meeting's date, time, and location along with proxy voting information, proposed budget, and assessment payment forms will be posted on the Association's website and mailed to each Member's last known address as evidenced by Association records at least fourteen (14) days prior to the proposed meeting date. It is the Members' responsibility to provide and update contact information. If Members would like to receive all Association communication by email, they can inform the Secretary.

**SECTION 3.2. ASSOCIATION SPECIAL MEETINGS.** Association special meetings may be called by two (2) Directors by individual written or electronic request, or from twenty (20) Members by individual written or electronic request. All requests need to describe one or more purposes for which the special meeting is to be held. One or more Members can submit a dated group request that will qualify if it contains each Member's valid name, address, phone number, and signature. All requests shall be submitted to the President and Secretary.

The date, time, and place of special meetings shall be determined by the Board with the special meeting being held no later than sixty (60) days of the request. The special meeting location shall be the park pavilion (weather permitting). Notice stating the special meeting's date, time, place, and purpose(s) for which the special meeting is being held shall be posted on the Association website and emailed and mailed to each Member's last known address at least fourteen (14) days prior to the special meeting.

**SECTION 3.3. QUORUM.** A quorum of twenty-five (25) Members and proxy votes is required to vote on all operational budgets, annual assessment increases, and other Association issue not described in these Bylaws. A quorum of forty (40) Members and proxy votes is required to vote on special assessments and any amendments to these Bylaws. If a quorum at an annual meeting is not met, any number of members present at such meeting will constitute a quorum to proceed solely with voting on the operational budget. Mail in voting will not be allowed for any assessment increase, special assessments, or amendments to these Bylaws.

**SECTION 3.4. VOTING.** Votes shall be counted in units of one vote for each property / tax key lot. Where more than one person owns a lot, the owner or owners of more than one-half of the lot shall control the vote of that property / tax key lot. Members who partially own a property / tax key lot, and do not appear in person or by proxy at any meeting do agree to be represented by, and do appoint as their agents, those members who own a portion of said property / tax key lot, and who are present whether in person or by proxy to cast the full vote of said property / tax key lot. Any property / tax key lot that is not current with their Association assessments and late fees is not eligible to vote.

**SECTION 3.5. PROXY VOTING.** Members who cannot attend meetings may individually vote by proxy either through an email address verified by the Board, or by withthe Secretary the written appointment of a Member authorized by the absent Member to vote on their behalf. Proxy vote related materials must bereceived by the Secretary at least forty-eight (48) hours before the Member meeting is called to order. The Secretary shall include pertinent proxy information with the notice of each meeting. All proxy votes shall be verified by the Secretary at the beginning of the Member meeting with a record kept for Members to view.

### **SECTION 3.6. DIA ORDER OF BUSINESS**

The order of business at all DIA meetings shall be as follows:

1. Declaration of Quorum
2. Call to Order & Roll Call
3. Set meeting time limit and guidelines as necessary
4. Presentation and approval of previous meeting's minutes
5. Election of Board Directors and Officers
6. Consideration of Communications
7. Reports of Officers and Committees
8. Unfinished business
9. New Business
10. Adjournment

**SECTION 3.7. BOARD ATTENDANCE.** Excluding excused absences, and to the best of their ability, Board minimum attendance requirement shall be three (3) meetings per year:

One (1) Board Budget Meeting, One (1) Board & Members Annual Meeting, One (1)Board & Members Year End Meeting.

Directors may physically or electronically attend Board meetings. DIA annual meeting requires each Director's physical attendance. Excused absence notification must be submitted to the President and/or Secretary at least one week before a meeting convenes.

**SECTION 3.8.** Robert's Rules of Order shall be the general guideline for all Board and Member attended meetings with the exception of any committee meeting.

#### **ARTICLE IV - ASSOCIATION ANNUAL BUDGET, ANNUAL ASSESSMENTS, & SPECIAL ASSESSMENTS**

**SECTION 4.1.** The Board shall together prepare and propose a budget for the ensuing year at the budget meeting. Such proposed budget shall be considered, amended, and adopted at the annual meeting by majority vote.

**SECTION 4.2.** The annual budget shall consist of specific categories each having a specific budget amount determined by the Board. Each budget category shall include an annual non-specific discretionary allowance approved by the Board and utilized by the Executive Officers or committee with jurisdiction over each specific category. Committees and Executive Officers can use each allowance at their discretion without Board approval.

**SECTION 4.3.** A contingency fund and/or bank line of credit may be approved and established by the Board for emergencies when available funds will not suffice. A fund and/or bank line of credit for capital improvements may be approved and established by the Board with a majority vote of the Members. All Association assets and earnings shall be used exclusively toward the maintenance and improvement of properties and amenities maintained by the Association, and the means by which to accomplish this task, including Board approved Executive Officer compensation and services rendered.

**SECTION 4.4.** Association annual assessments and special assessments shall be considered then approved by a Board majority vote with final approval by a majority vote of Members at an Association Member meeting. The responsibility of payment and remittance of Association assessments rests solely upon the Members as defined in Section 1.1.

**SECTION 4.5.** The Association has the right to request and collect monetary compensation for damages to Association property from the party and/or parties responsible for said damages. If a party deemed responsible for damages is a Member or guest of a Member, and fails to compensate the Association for the property damage repairs, the Association has the right to withhold Association membership privileges of said Member until damages are recouped and/or pursue legal damages as necessary to recover repair costs.

**SECTION 4.6.** The Association shall place a maintenance lien or lien of property against any property / tax key lot with past due annual assessments, special assessments, fees, etc. owed to the Association, and/or pursue legal recourse against the associated Member in order to recover past due monies owed to the Association. After two consecutive late annual assessments, any such property / tax key lot, regardless of current ownership, must remit the amount of the combined past due assessments, special assessments, and late fees owed to the Association to regain Member privileges. Any such Member shall not regain nor be entitled to Member privileges until past due balances are paid in full and considered satisfied by Board.

**SECTION 4.7.** No Director, Executive Officer, or agent shall have the authority, on behalf of the association, to enter into a loan or any other contract of indebtedness except by two-thirds (2/3) vote

in a specific resolution of the Board and with a majority vote of the Members. The authority designated by this provision shall be limited to a single and specific instance.

**SECTION 4.8.** Annual assessments must be mailed by March 1<sup>st</sup> and full payment due by April 15<sup>th</sup> of each year. Assessments shall be levied upon each lot by tax key as provided by State of Wisconsin Statutes and notice shall be given to the owners of each Delmar Subdivision lot as provided by the Statutes. The Board may pursue any available legal recourse against any delinquent Delmar tax key lots and the Association shall have the authority to collect the same as provided by law.

**SECTION 4.9.** Any Association property / tax key lot whose annual assessment has not been received by the Board by the specified due date each year shall automatically forfeit and be denied and deprived all rights, benefits, and privileges of a Member starting on April 30<sup>th</sup> of that year.

**SECTION 4.10.** Any assessment not paid in full by the specified due date shall be charged a twenty-five dollar (\$25.00) late fee per annum until the unpaid balance owed to the Association is paid in full.

**SECTION 4.11.** Delmar Incorporation Article 10 states "All memberships shall terminate and cease upon such member selling, conveying or assigning his interest in the fee of any of the lots or parcels of lands, or by losing his interest in the same by process of law. A member may also be expelled for violation of the bylaws or by rules of the corporation or by making himself obnoxious and undesirable, such expulsion to be passed upon at a regular meeting called for that purpose." Such a meeting may only be called by a 2/3 majority Board approval vote and requires a Delmar majority vote of the Members to enforce as prescribed.

## **ARTICLE V - FINANCE & RECORDS**

**SECTION 5.1.** The fiscal year of the Association shall run from the first day of January to the 31<sup>st</sup> day of December of each year.

**SECTION 5.2.** Financial audits shall be conducted at Board discretion, or by any two (2) Directors via individual written audit specific requests, or by twenty (20) Members via individual written audit specific requests. An email request may qualify as a written individual request provided the Member email address can be verified by DIA. Petitions will only qualify as one individual request.

**SECTION 5.3.** Any Member who has forfeited, been denied, or deprived of the rights and privileges of a Member for non-payment of annual and/or special assessments, shall have said rights and privileges restored after payment of monies and penalties past due and owed to the Association have been paid in full.

**SECTION 5.4.** Any Member who wishes to examine Association records must make a written request to the President and Secretary. All requests shall be responded to within ten (10) business days. An appropriate time and place agreed upon by all parties involved shall be secured to examine the records. Any Member, who asks to examine the records and does not appear at the arranged time, will be charged a fee equal to the yearly assessment and those funds will then be deposited into the DIA treasury.

**SECTION 5.5.** All non-digital physical records of the Association shall be stored in a climate controlled and secured storage area or facility.



## **ARTICLE VI – ASSOCIATION CORPORATE SEAL**

**SECTION 6.1.** The corporate seal shall consist of two concentric circles between which shall appear the words ***DELMAR IMPROVEMENT ASSOCIATION, STATE OF WISCONSIN***, and within the circle the words ***CORPORATE SEAL***. Such seal shall be in the charge and custody of the Secretary.

## **ARTICLE VII - ASSOCIATION BYLAWS GUIDELINES**

**SECTION 7.1.** The Board may temporarily alter, amend, or rescind any and/or all of these Bylaws by a two-thirds (2/3) vote subject to final approval of at least forty (40) Members at a Member meeting.

**SECTION 7.2.** Any Member may submit a written request to amend these Bylaws to the President, which shall be reviewed by the Board for consideration.

**SECTION 7.3.** A Bylaws Committee consisting of up to six (6) Members and three (3) Directors shall review these Bylaws every three (3) years. Any proposed changes to these Bylaws as a result of the Bylaws Committee shall be posted to the Association website for viewing and added to the next Member meeting agenda for a vote.

**SECTION 7.4.** The Board may approve, by a two-thirds (2/3) vote, any request to amend these Bylaws outside of the review in Section 7.3. If approved by the Board, the revised Article(s) and/or Section(s) shall be posted to the Association website for viewing and added to the next Member meeting agenda for a vote.

## **ARTICLE VIII - REAL ESTATE & CONSTRUCTION**

**SECTION 8.1.** All new and remodeled building construction in Delmar Subdivision must comply with the current Town of Delavan and Walworth County building and zoning codes at the time of construction.

**SECTION 8.2.** All long term and short-term real estate rentals within Delmar Subdivision shall abide by all aspects of Walworth County Land Use & Resource Management (LURM) codes and ordinances permitting such rentals. The Association requires such property usage to be responsible and answerable to the Association. Delmar property owners and renters shall conduct business legally, professionally, and adhere to these Bylaws. Transgressions and undesirable actions may be reported to Walworth County and/or the Town of Delavan.

**SECTION 8.3.** Non-Member guests, long term renters, and short term renters of Members may use Association properties and amenities only if all parties originate from or reside at a property / tax key lot within Delmar Subdivision boundaries. Delmar passes, decals, transmitters etc. shall not be distributed to non-Members who do not originate from or reside at a property / tax key lot within Delmar Subdivision boundaries. The Board may approve access to Association amenities by non-Member guest(s), up to a limit of five (5) guests per Delmar pass.

**SECTION 8.4.** No house trailer, camper, tent, or other temporary structure may be used for permanent, inhabited use on any property / tax key lot within the Association. "Permanent, inhabited use" shall mean any use as a residence for a consecutive period of four (4) or more days.

## **ARTICLE IX - DIA PARKS**

### **Section 9.1. Delmar Park – Closes at 11:00 p.m.**

- a. Members and their guests may access Delmar Park amenities only with a current valid Delmar pass. When playground equipment, pavilion, or park amenities are used, care and good judgment must be exercised at all times. If non-compliant, Members may be required by the Board to vacate the park property.
- b. With the exception of the parking facilities provided at Delmar Park, and excluding golf carts, motorized vehicles shall not be operated within park boundaries for any reason unless directed by Board for maintenance, mowing, special events, etc.
- c. When weather conditions permit, winter activities such as snowmobiling may be permitted at Delmar Park only by Members and their guests and must be conducted responsibly and only with at least 6" of snow cover. All snowmobile drivers/operators must have a current legal U.S. driver's license on their person. Failure of a person to present proof when requested may result in the expulsion of said person from the Association property until proper proof is provided. The cost to repair any damages incurred during such activities shall be the responsibility of the motorized vehicle operator and/or owner. Under no circumstances will a person under the legal driving age be allowed to operate a snowmobile or golf cart within Delmar Subdivision boundaries. Refer to Town of Delavan Municipal Code of Ordinances #7.11 (Traffic Code) for complete snowmobile legislation.
- d. No pets allowed at Delmar Park.
- e. Delmar Park must be kept clear of trash and rubbish at all times. Members and their guests must deposit their trash and rubbish in the trash receptacles provided in the Park when vacating the Park.
- f. Delmar Park landscape and maintenance shall be conducted weekly or as necessary to ensure a manicured and presentable appearance.
- g. Delmar Park pump shall be winterized by the Association each fall in order to prevent freeze damage. Each spring, the pump shall be put back into service with an annual well water sample test conducted. Pump and well shall be serviced and/or chlorinated as necessary to prevent well contamination.
- h. Pavilion rental is allowed by the Association only to Members and only if the Member agrees to all terms set forth in the pavilion rental agreement as prescribed by the Delmar Park & Pavilion Committee.
- i. Any property of the Delmar Park damaged by the owner/renter will be paid for by the owner/renter who caused the damage. This will be enforced through cameras on the property.

### **Section 9.2. Delmar Beach – Closes at 11:00 p.m.**

- a. The term Delmar Beach means the entire lake frontage including the sand, grass and parking area. The sand beach, pier, and park connected there with shall be accessible only to Members and their guests only with a current valid Delmar pass.
- b. Each Member or guest shall be obligated to present proof of their right to use Association

amenities upon request of an Association representative or another Member. Proof required by the Association may be in the form of a Delmar pass, decal, card, transponder, etc. made available through the Association for temporary guest use only. Failure to present proof when requested may result in the expulsion from Association property until proper proof can be provided. Delmar passes are allotted annually, two (2) per tax key lot, only to Members and shall not be circulated to non-Members or guests for other than short term infrequent visits. Guests shall be limited to five (5) persons per Delmar pass. The Board, by two-thirds (2/3) vote, may determine that a Member and their guests have abused their access privileges to Delmar Beach and shall lose their right to access Delmar Beach and must re-apply to the Board to have this right reinstated.

- c. Pets are not allowed in or on the Beach Park or sand. Pets accompanied by Members and/or guests are allowed in the parking lot, on the boat ramp, stairs, and pier in order to gain access to watercraft. All pets must be supervised at all times and all dogs leashed while at the beach property. If non-compliant, the pet and owner may be asked by the Association to vacate the beach property immediately. Pet owners must pick up any droppings from their pets immediately and removed said droppings when they vacate Delmar Beach.
- d. The beach property must be kept clear of rubbish and trash at all times. No open fires or cooking grills allowed at the beach. Members and their guests must deposit their trash and rubbish in the trash receptacles provided in Delmar Park when vacating the beach.
- e. Delmar Beach landscape and maintenance shall be conducted weekly or as necessary to ensure a manicured and presentable appearance.
- f. Swimmers shall always have the right of way. All watercraft operators must not approach the boat launch until the outside area water is completely clear of people. However, all swimmers shall promptly access the swim platform outside the pier and shall give the right of way to watercraft when a watercraft is approaching to access the pier or boat ramp. Swimmers shall neither play, dress, nor trespass in or around boats that are approaching or vacating the pier or boat launch, or which are tied, buoyed, or stored at the pier. Precautions must be taken by both boaters and swimmers when boats approach the pier or boat launch. Please refer to signage posted at the Beach Park for safety requirements.
- g. All Members' and guests' watercraft must abide by the water traffic control laws of the Delavan Lake Water Safety Patrol and the State of Wisconsin's Clean Boats, Clean Waters Program.
- h. The boat ramp must be kept clear at all times. Any watercraft, trailers, or vehicles blocking the ramp are subject to removal by the Association at the owner's expense. Boats and trailers removed may be impounded by an outside contractor as posted by the Association, at owner's expense.
- i. The parking lot area shall only be used by Members at a limit of one (1) parked motorized vehicle per property / tax key lot. Only Members, while utilizing the beach property, shall be permitted to park motorized vehicles (not including boat trailers) at the beach parking lot for a maximum of eight (8) hours per day. Vehicles shall not be parked at the beach parking lot overnight after 11pm. Any motorized vehicle in the lot not displaying a current valid Delmar pass or decal furnished by the Association shall be subject to removal by the Association as posted and at the expense of the vehicle's owner.

- j. With the exception of accessing Delavan Lake waters and/or ice, and excluding golf carts, motorized vehicles shall not go beyond the parking lot area. Any vehicle doing so shall be required by the Association to vacate the beach property or be removed by an outside contractor as posted at the owner's expense.
- k. No beverages in glass containers allowed. All beverages must be consumed moderately and responsibly and all containers disposed of properly. If non-compliant, Members and their guests shall be required by the Association to vacate the beach property immediately.
- l. Bicycles accessing the beach property shall be parked at the bike stand provided.
- m. For everyone's safety, all vehicles must enter and leave the parking lot at 5 MPH. Pedestrians always have the right of way.
- n. Temporary mooring of watercraft at the pier shall be limited to twenty (20) minutes so all Members and guests can use the facilities efficiently and safely. If non-compliant, Members and their guests and watercraft may be asked by the Association to vacate the beach property or may be removed by an outside contractor, as posted, at the owner's expense.
- o. All watercraft moored at the pier must be secured utilizing proper protective measures to limit property damage to both the pier and the watercraft involved. If non-compliant, watercraft and owner may be required by the Association to vacate the beach property and may be removed by an outside contractor, as posted, at the owner's expense. Any damages sustained from improper mooring shall be paid for by the owner/user of the watercraft.
- p. Watercraft, trailers, and vehicles accessing the boat launch and pier have priority to enter and/or leave Delavan Lake waters. All watercraft must be launched and/or trailered promptly. Power loading and launching of watercraft on and off trailers is strictly prohibited by the Association. Failure to comply may result in loss of Member boat launch privileges.
- q. All watercraft moored at the pier are considered private property. Any person tampering with such watercraft is guilty of trespassing on private property and may be required by the Association to vacate the beach property immediately.
- r. Watercraft trailer parking is prohibited at the beach property and parking lot at all times. All trailers must be parked on their Member's property only. Watercraft trailers must not be parked on Delmar streets. (Delavan Municipal Code of Ordinances, #7.05(2)a). If non-compliant, trailer(s) may be removed by an outside contractor as posted by the Association and at the owner's expense.
- s. Members and their guests shall abide by Wisconsin's Clean Boats, Clean Waters Program.
- t. Violation of the above laws subject to prosecution as provided by Wisconsin State Law as vested in the Association by the Delmar Corporation Charter.

#### **ARTICLE X – DELMAR SUBDIVISION GENERAL RULES**

1. Members are expected to keep their property's grass cut, landscape presentable. Residents may refer to Delavan Township's Municipal Code of Ordinances Chapter 10, Public Health and

Welfare, Section 10.05, Public Nuisances Affecting Peace and Safety, which govern property maintenance in Delmar.

2. All Members are expected to keep their storm drainage culverts free and clear of debris in order to maintain Delmar Subdivision's surface water runoff capabilities.
3. All vehicles parked or stored outside on any Delmar Subdivision lot must be registered and operational.
4. All boats parked or stored outside on any Delmar Subdivision lot must be registered and sea-worthy with respect to municipal codes.
5. All boating and watercraft activities must comply with and abide by the Wisconsin Clean Boats/Clean Waters Program.
6. Garbage and trash must be disposed of and shall be the responsibility of the property owner. Garbage must be kept in a closed container as required by state, county and local ordinances.
7. Delmar Park and Delmar Beach waste receptacles shall only be used by visitors to those properties, and never for waste generated away from those properties.
8. Garbage or trash shall never be deposited along subdivision or adjacent roadways.
9. At all times, all pets within Delmar Subdivision boundaries shall be either restrained, leashed, chained, supervised by the owner, or restricted within the limits of the owner's property boundaries as required by state, county, and local municipal ordinances. When walking pets within the Delmar Subdivision, Members and their guests must immediately pick up their dogs' droppings and remove them.
10. No barbed wire is permitted in the corporate boundaries of the Delmar Subdivision.
11. All fires and open flames must be extinguished before owners or guests leave the property.
12. Delmar passes, decals, gate remotes, transponders, etc. will be issued by the Association to Members as Association consent to use of the boat launch, beach, pier, pavilion, parks, and facilities etc. provided by the Association.
13. All vehicle and watercraft operators accessing Delmar's boat launch shall be courteous and cautious throughout the process.
14. The Association will not assume any responsibility for accidents within the corporate boundaries of the Delmar Subdivision.
15. All abandoned properties shall be reported to the police department.
16. All Members and guests shall be made aware and shall abide by Delmar's Neighborhood Watch Program.
17. If a Member rents any part of their property / tax key lot at any time within Delmar Subdivision boundaries, these Bylaws must be posted on the premise in a conspicuous place. Renters as well

as guests are subject to all Delmar Subdivision rules and regulations, including these Bylaws. Members are responsible for any and all of their guests' actions.

18. Solicitation of any kind shall not be permitted on any property / tax key lot or within Delmar Subdivision boundaries without Association authorization and/or by Town of Delavan ordinances.
19. Any property of the Association beach and/or park damaged by the owner/renter will be paid for by the owner/renter who caused the damage. This will be enforced through cameras on the properties.

#### **ARTICLE XI - TRAFFIC CONTROL:**

1. Vehicle speed limits shall not exceed 15 MPH on all Delmar Subdivision streets in compliance with Town of Delavan Traffic Code unless otherwise posted.
2. A fire lane must be maintained at all times on all Delmar Subdivision roads.
3. Pedestrians always have the right of way without exception.
4. Golf cart operation within Delmar Subdivision and at Delmar common properties shall abide by Town of Delavan ordinances which permit such operation. The Association neither sanctions nor prohibits golf cart operation within Delmar Subdivision boundaries but will require said usage to be responsible and answerable. Golf cart misuse may be reported to the Town of Delavan Police and could result in revocation of said privileges.

#### **Golf Cart Owner Operator Liabilities:**

- a. Golf carts shall only be operated by persons with a current valid motor vehicle driver's license.
- b. Golf carts shall be properly insured at the expense of the owners and/or operators.
- c. Any damages caused by golf cart operation shall be recovered at the owner and/or operator's expense.
- d. Each golf cart shall display a valid slow-moving vehicle emblem as defined in Wisconsin State Statute 347.245 as obtained by the owner operator.