

BYLAWS
OF
Mosaic Ridge HOMEOWNERS'
ASSOCIATION, INC.

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**BYLAWS OF
MOSAIC RIDGE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
NAME AND ADDRESS**

1.01. Name; Purpose. The name of the corporation shall be Mosaic Ridge Homeowners' Association, Inc. ("Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes ("WNCL").

1.02. Address. The principal office of the Association shall be located at:

Madison Municipal Building, Rm. 312
215 Martin Luther King, Jr. Blvd.
Madison, Wisconsin 53703

This mailing address of the Association is:

C/O Community Development Authority
Madison Municipal Building, Rm. 312
215 Martin Luther King, Jr. Blvd.
P.O. Box 2983
Madison, WI 53701-2983

1.03. Binding Effect. These Bylaws ("Bylaws") shall be binding upon the Owners of the following Lots 4-28, inclusive, ("Lots" or "Single Family Lots") located in Certified Survey Map #12506, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Association. Owners of any of the following lots are not members of the Association. The Owners of Lots 1-3, inclusive are not subject to these Bylaws.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Covenants, Conditions, and Restrictions executed by the Community Development Authority of the City of Madison, authority public body, corporate and politic, organized and existing under the laws of the State of Wisconsin (the "Declarant") and recorded in the office of the Dane County Register of Deeds ("CCRs" or "Declaration").

**ARTICLE II
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

2.01. Membership. The membership of the Association shall at all times consist exclusively of all of the owners of the Lots enumerated in § 1.03. Land contract purchasers and not land contract vendors shall be members of the Association. Persons who hold an interest in a Lot merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Lot and shall immediately

terminate upon conveyance of such ownership interest. If a Lot Owner's ownership interest passes to its personal representative or to a trustee upon the Lot Owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Lot Owner may voluntarily withdraw or be expelled from membership in the Association.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list listing all Owners of each Lot, the current mailing address for each Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Lot, if any, and, in the case of multiple owners of a Lot, the Owner, if any, designated to cast any or all of the votes pertaining to such Lot in accordance with the Declaration. The vote for each Lot shall be exercised by multiple Owners as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If the multiple Owners do not agree or attempt to cast multiple votes such vote or votes with respect to such Lot shall be disregarded. Each Owner shall promptly provide written notice to the Association of any transfer of property as provided in § 2.06 and of any change in such Owner's name or current mailing address. No Owner may vote at meetings of the Association until the name and current mailing address of such Owner has been provided to and received by the Association. Any Owner that mortgages his or her property or any interest therein or enters into a land contract with respect to such property shall notify the Association of the name and mailing address of its Mortgagee and shall also notify the Association when such mortgage has been released or such land contract has been fulfilled, and the Association shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Lot. As soon as possible following the transfer of a Lot, the new Lot Owners shall give written notice to the Association of such transfer identifying the property and setting forth the names and mailing addresses of the new Lot Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Lot owned by multiple Owners, the name of the person designated to vote on Association matters, if any. The Association shall make appropriate changes to the membership list described in § 2.05 effective as of the date of transfer.

2.07. Effect of Maintenance Lien. No Lot Owner may vote on any matter submitted to a vote of the Lot Owners if the Association has recorded a statement of maintenance lien on the property owned by such Lot Owner pursuant to Wis. Stats. § 779.70 and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Voting Rights. The Association shall have two classes of voting membership:

(a) **Class A.** Class A Members shall be all Lot Owners, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot owned.

(b) **Class B.** The Class B Member shall be the Declarant. Until the Class B Member ceases to own any residential Lots in the Mosaic Ridge Plat, the Declarant shall be entitled to twenty-six (26) votes. The Class B membership shall terminate and be converted to Class A membership upon the Declarant's sale of its last residential Lot.

2.09 Quorum. Members holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business.

2.09. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), the WNCL, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Member(s) giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Lot.

ARTICLE III MEETINGS OF MEMBERS

3.01. Place. All meetings of the Members shall be held at a place in Dane County, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. The annual meeting of the Members shall be held on or before the last day of February of each calendar year and shall be held on the day or date designated by the Association from time-to-time.

3.03. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association and shall be called upon the written request of Members holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the specific purpose or purposes stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Members may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Member at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Member that signs a waiver of notice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Members present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Members, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07. Order of Business. The order of business at all meetings of the Lot Owners shall be:

- (a) Calling the meeting to order.
- (b) Calling the roll of Members and certifying the proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3.08. Action Without a Meeting by Written Consent. In accordance with Wis. Stats. § 181.0704, any action required or permitted by any provision of the WNCL, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Members may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Members that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09. Action Without a Meeting by Written Ballot. In accordance with Wis. Stats. § 181.0708, any action required or permitted by any provision of the WNCL, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Lot Owners may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter (and subject to the voting rights provisions set forth in Section A-2(B)(2) of the Mosaic Ridge CCRs. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the Association, a written ballot may not be revoked.

ARTICLE IV BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") composed of three directors designated by the Declarant. No more than one director at any given time may be a person who is not also a Lot Owner; provided, however, that during the period of Declarant control as provided in § A-2 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Lot Owner" for purposes of this requirement only and provided further, that in the case of a Lot that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Lot Owner" for purposes of this requirement only.

4.02. Term of Office. Each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03. Election of Directors. One (1) month prior to each annual meeting of the Lot Owners, the Association shall mail to all Lot Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the Association. Lot Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Lot Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the Association shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the Association shall conduct an election by written ballot in accordance with § 3.09 with all written ballots due prior to the deadline set by the Association. The number of eligible votes shall be as provided in § 2.09. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Only the Declarant shall have the right to replace any director elected by Declarant.

4.05. Removal. Until the Declarant ceases to be a Class B Member, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Lot Owners.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Until the Declarant ceases to be a Class B Member, the regular meeting of the Board of Directors shall be held annually on or before the last day of February at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Lot Owners at the same place as the Lot Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the WNCL, the Declaration, the Articles, or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all of the directors then in office.

ARTICLE VI POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, and the WNCL shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Lot Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Area;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;
- (f) Sue on behalf of all Lot Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Lot;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Lot;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Area and any property owned or leased by the Association;
- (k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of Lots 4-28, inclusive (Single Family Lots) Such rules and regulations may also be adopted, amended, and repealed by the Lot Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary: (i) rules and regulations which are adopted, amended or repealed by the Lot Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the express, prior written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure improvements to property owned or leased by the Association against loss by fire and other casualty and insure the Association against public liability and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

(r) The Association hereby delegates to the Architectural Control Committee ("ARC") established by virtue of Part C of the CCRs, the responsibility for implementing and oversight regarding all aspects of Part B of the CCRs.

6.02. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in §§ 6.01 and 7.07.

ARTICLE VII OFFICERS AND THEIR DUTIES

7.01. Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. Directors of the Association are the only persons eligible to be principal officers of the Association. Assistant officers, if any need not be Directors. All officers shall be Lot Owners, provided, however, that until the Declarant ceases to be a Class B Member, any person named by Declarant to the Board of Directors or designated as an officer shall be deemed to be a "Lot Owner" for purposes of this requirement only and provided further, that in the case of a Lot that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Lot Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the WNCL, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) **Vice President.** The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Lot Owners; serve notices of the meetings of the Board of Directors and of the Lot Owners; keep all books and records of the Association other than books of account, including the membership list described in § 2.05; and perform such other duties incident to the office of secretary as may be required under the

WNCL, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Lot Owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII BOOKS AND RECORDS

8.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Lot Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Lot Owner, Mortgagee, or prospective purchaser of a Lot at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE IX BUDGET, ASSESSMENT, AND ANNUAL REPORT

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

9.02. Budget. The Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors prior to the first sale of a Lot. Until the Declarant ceases to be a Class B Member, the Lot Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. The Board may, but shall not be required to include within the budget an amount of reserve funds to be collected for the ensuing year after considering:

Commercial general liability insurance, officers and directors insurance, and fidelity or other insurance deemed necessary by the Board of Directors.

9.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Lot Owners as determined under § A-3 of the Declaration. On or before the last day of December of each year, the Association shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next year to each Lot Owner. General Assessments shall be payable to the Association on or before March 1st of each year.

9.04. Special Assessments. Special Assessments may from time to time be levied against Lot Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

9.05. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of ten percent (10%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of maintenance lien against the Lot on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Lot Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Lot Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Lot.

9.06. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Lot Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Lot Owner at the address in the Association's membership list prior to March 15th.

ARTICLE X USE

10.1. Use. Each Lot shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

10.2. Extent of Owners' Easements.

ARTICLE XI ENFORCEMENT OF ASSOCIATION CONSTITUENT DOCUMENTS

It shall be the responsibility of each Lot Owner to see that the occupants and tenants of the Lot owned by such Lot Owner, and the employees, agents, representatives, invitees, and guests of such Lot Owner, occupants, or tenants, abide by the provisions of the Declaration, Bylaws, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Lot Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to

the reporting Lot Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time (not to exceed thirty (30)-days), the Association may take such action as it deems appropriate, including legal action against the offending Lot Owner or the Lot Owners of the Lot on which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Lot Owner in which the Association is the prevailing party, the Lot Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Lot Owner at his, her, or its own cost and expense may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII LIABILITY AND INDEMNITY

12.01. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the WNCL and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person: (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under § 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under § 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under § 12.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in § 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Lot Owners entitled to vote; provided,

however, that Lot Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the WNCL unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.04. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under § 12.03 that indemnification under § 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05. Partial Indemnification.

(a) If it is determined pursuant to § 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to § 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.07. Limited Liability of Directors and Officers.

(a) Except as provided in § 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in § 12.02(b).

(b) Except as provided in § 12.07(c), this § 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wis. Stats. §§ 181.0832 and 181.0833.

(c) Wis. Stats. §§ 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.08. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09. Nonexclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under § 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or

not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIII GENERAL PROVISIONS

13.01. Seal. The Association shall not have a corporate seal.

13.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, and the WNCL. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the WNCL in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Lot Owners.

13.03. Notices. Except as otherwise may be provided in the WNCL, notices to any Lot Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes (as provided for in § 2.08) of the Lot Owners; provided, however, as long as the Declarant owns any Lot no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.