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PIERCE COUNTY
REGISTER OF DEEDS
VICKI J NELSON

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**Articles of Incorporation of Stone Brook of Spring Creek
Homeowner's Association, Inc., and Bylaws of Stone Brook
of Spring Creek Homeowner's Association**

Recording Area

Name and Return Address

**Kristina Ogland
Attorney at Law
304 Locust Street
Hudson, WI 54016**

Part of 022227191234U762A

Parcel Identification Number (PIN)

LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, Stone Brook Townhome Community in the City of River Falls, Pierce County, Wisconsin

Lots 20, 21, 22, 23 and Outlot 1 of the Plat of Stone Brook Townhome Community, City of River Falls, Pierce County, Wisconsin.

.. ALL
THAT PART OF OUTLOT 2 OF SAID STONE BROOK TOWNHOME COMMUNITY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 2; THENCE S79°26'49"W A DISTANCE OF 98.00 FEET; THENCE S10°33'11"E A DISTANCE OF 22.00 FEET; THENCE S79°26'49"W A DISTANCE OF 15.00 FEET; THENCE S10°33'11"E A DISTANCE OF 30.83 FEET; THENCE S79°26'49"W A DISTANCE OF 47.92 FEET; THENCE N11°02'03"W A DISTANCE OF 75.00 FEET; THENCE N56°02'03"W A DISTANCE OF 15.56 FEET; THENCE S78°57'57"W A DISTANCE OF 155.97 FEET; THENCE S11°02'03"E A DISTANCE OF 97.00 FEET; THENCE N78°57'57"E A DISTANCE OF 24.64 FEET; THENCE S11°02'03"E A DISTANCE OF 44.00 FEET; THENCE S78°57'57"W A DISTANCE OF 15.00 FEET; THENCE S33°57'57"W A DISTANCE OF 19.09; THENCE S11°02'03"E A DISTANCE OF 70.00; THENCE S56°02'03"E A DISTANCE OF 19.09 FEET; THENCE N78°57'57"E A DISTANCE OF 30.00 FEET; THENCE S05°37'28"E A DISTANCE OF 87.36 FEET; THENCE S15°14'48"W A DISTANCE OF 45.58 FEET; THENCE N74°45'12"W A DISTANCE OF 50.00 FEET; THENCE S60°14'48"W A DISTANCE OF 13.66 FEET; THENCE S15°14'48"W A DISTANCE OF 33.71; THENCE N74°45'12"W A DISTANCE OF 49.12 FEET; THENCE S15°51'01"W A DISTANCE OF 43.41 FEET; THENCE S14°02'36"W A DISTANCE OF 43.44 FEET; THENCE S12°14'12"W A DISTANCE OF 43.40 FEET; THENCE S10°25'52"W A DISTANCE OF 43.39 FEET; THENCE S08°37'32"W A DISTANCE OF 43.40 FEET; THENCE S06°59'48"W A DISTANCE OF 34.88 FEET; THENCE S36°36'24"W A DISTANCE OF 18.18 FEET; N85°28'23"W A DISTANCE OF 80.74 FEET TO THE WESTERLY RIGHT-OF-WAY OF GREENWOOD VALLEY DRIVE BEING A POINT ON A 1467.00 FOOT RADIUS CURVE, CONCAVE EASTERLY, WITH A CENTRAL ANGLE THAT MEASURES 02°04'13", A CHORD THAT BEARS S04°31'37.5"W AND MEASURES 53.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY A DISTANCE OF 53.00 FEET TO THE POINT OF TANGENCY; THENCE S85°28'23"E A DISTANCE OF 80.74 FEET; THENCE S27°33'09"E A DISTANCE OF 18.18 FEET; THENCE S02°11'04"W A DISTANCE OF 28.77 FEET; THENCE S00°33'20"W A DISTANCE OF 49.52 FEET; THENCE N89°31'31"E A DISTANCE OF 16.41 FEET; THENCE S64°52'59"E A DISTANCE OF 24.92 FEET; THENCE N25°07'01"E A DISTANCE OF 94.00 FEET; THENCE S64°52'59"E A DISTANCE OF 225.00 FEET; THENCE S25°07'01"W A DISTANCE OF 94.00 FEET; THENCE S41°55'13"E A DISTANCE OF 28.73 FEET; THENCE N89°55'35"E A DISTANCE OF 223.50 FEET; THENCE S00°04'25"E A DISTANCE OF 69.66 FEET; THENCE S28°48'44"W A DISTANCE OF 33.91 FEET TO THE BEGINNING OF A 133.50 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, WITH A CENTRAL ANGLE THAT MEASURES 12°54'16", A CHORD THAT BEARS S62°03'20"E AND MEASURES 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 30.07 FEET; THENCE N28°48'44"E A DISTANCE OF 43.66 FEET; THENCE N49°25'45"E A DISTANCE OF 159.10 FEET TO THE WESTERLY RIGHT-OF-WAY OF S.T.H. "29"; THENCE ALONG SAID RIGHT-OF-WAY N14°03'43"W A DISTANCE OF 83.07 FEET TO THE POINT OF CURVATURE OF A 4633.66 FOOT RADIUS CURVE, CONCAVE EASTERLY, WITH A CENTRAL ANGLE THAT MEASURES 07°45'50", A CHORD THAT BEARS N14°13'58"W AND MEASURES 627.41 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE A DISTANCE OF 627.89 FEET TO THE POINT OF TANGENCY; THENCE N10°33'11"W A DISTANCE OF 221.19 FEET TO THE POINT OF BEGINNING. CONTAINING 8.953 ACRES.

**ARTICLE VII
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a board of directors. The number of directors constituting the initial board of directors (the "Initial Directors") shall be three (3). Thereafter, the number and manner of election or appointment of directors and their terms of office shall be as provided in the Bylaws. The names and addresses of the Initial Directors are as follows:

Chris Kusilek, 576 Troy Street, River Falls, WI 54022
Dianna Kusilek, 576 Troy Street, River Falls, WI 54022
Mike Turner, 576 Troy Street, River Falls, WI 54022

**ARTICLE VIII
ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING**

Any action required or permitted by these Articles or the Bylaws to be taken by the board of directors of the Association may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

**ARTICLE IX
INCORPORATOR**

The name and address of the incorporator is Chris Kusilek, 576 Troy Street, River Falls, WI 54022.

**ARTICLE X
AMENDMENT OF ARTICLES AND BYLAWS**

Any amendment to these Articles of Incorporation or the Bylaws that alters or abrogates the rights of the Declarant (as defined in the Declaration) or the Declarant's successors or assigns shall be null, void, and of no force or effect unless it is approved in writing by the Declarant. This Article X may not be amended or deleted without the approval in writing of the Declarant.

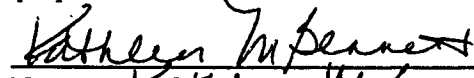
Dated at River Falls, Wisconsin, this 16 day of ^{May} April, 2006.



Chris Kusilek, incorporator

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

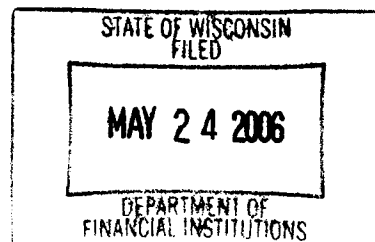
On this 16th day of May, 2006, Chris Kusilek, to me personally known and being first sworn, acknowledged that he signed the above document for the purposes recited therein.



Name: Kathleen M. Bennett
Notary Public, State of Wisconsin
My Commission: 12-06-09

This document drafted by:

Kristina Ogland
Estreen & Ogland
304 Locust Street
Hudson, WI 54016



RECEIVED

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WISCONSIN
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**ARTICLES OF INCORPORATION
OF**

STONE BROOK OF SPRING CREEK HOMEOWNER'S ASSOCIATION, INC.

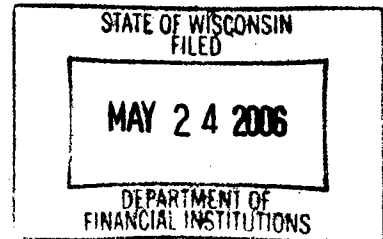
Stone Brook of Spring Creek Homeowner's Association, a nonstock, nonprofit corporation organized under Chapter 181 of the Wisconsin Statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE I
NAME**

The name of the corporation is Stone Brook of Spring Creek Homeowner's Association, Inc. (hereinafter referred to as the "Association").

**ARTICLE II
PERIOD OF EXISTENCE**

The period of existence of the Association is perpetual.



**ARTICLE III
PURPOSE**

The Association is organized to serve as an association of unit owners (as described in Section 703.15 of the Wisconsin Statutes) for Stone Brook Condominiums created under Chapter 703 of the Wisconsin Statutes, and all lot owners of Stone Brook Townhome Community located in the City of River Falls, Pierce County, Wisconsin, and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 181 of the Wisconsin Statutes.

**ARTICLE IV
MEMBERS**

The Association shall have members. Membership provisions (including the designation of classes, if any, and the method of acceptance of members of each such class) shall be set forth in the Bylaws of the Association (the "Bylaws"). The respective voting rights of the members of the Association shall be as set forth in the Bylaws and that certain Declaration of Condominium for Stone Brook and the Stone Brook Townhome Community recorded in the office of the Pierce County Register of Deeds (the "Declaration").

**ARTICLE V
PRINCIPAL OFFICE**

The address of the principal office of the Association is c/o Chris Kusilek, 576 Troy Street, River Falls, Wisconsin 54022. The principal office is located in St. Croix County, Wisconsin.

**ARTICLE VI
REGISTERED AGENT**

The name and address of the initial registered agent of the Association is: Chris Kusilek, 576 Troy Street, River Falls, Wisconsin 54022.

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BYLAWS OF
STONE BROOK OF SPRING CREEK HOMEOWNER'S ASSOCIATION

ARTICLE I
NAME AND ADDRESS

1.01. Name; Purpose. The name of the corporation shall be Stone Brook of Spring Creek Homeowner's Association, Inc., (the "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.

1.02. Address. The principal office of the Association shall be located at 576 Troy Street, River Falls, Wisconsin. This address shall also be the mailing address of the Association.

1.03. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Unit and Lot Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Stone Brook Condominium and the Declaration of Covenants, Conditions, Restrictions and Easements for Stone Brook Townhome Community executed by Spring Creek Estates, LLC, a Wisconsin limited liability company, by Chris Kusilek and Dianna Kusilek, its members; Halvorson Homes, Inc., a Wisconsin corporation, by Chad Halvorson, its president; and Cudd Brothers, Inc., a Wisconsin corporation, by Douglas Cudd, its _____ (the "Declarant") and recorded in the office of the Pierce County Register of Deeds (the "Declaration").

ARTICLE II
MEMBERSHIP

2.01. Membership. The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Stone Book Condominium and all Lot Owners of Stone Brook Townhome Community. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit 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 Unit of the Condominium and an ownership interest in a Lot of the Townhome Community and shall immediately terminate upon conveyance of such ownership interest. If a Unit or Lot Owner's ownership interest passes to its personal representative or to a trustee upon the Unit or Lot Owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Unit or 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 Unit or Lot Owners of each Unit, the current mailing address for each Unit or Lot Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit or Lot, the Unit or Lot Owner, if any, designated to cast any or all of the votes pertaining to such Unit or Lot in accordance with the Declaration. Each Unit or Lot Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit or Lot Owner's name or current mailing address. No Unit or Lot Owner may vote at meetings of the Association until the name and current mailing address of such Unit or Lot Owner has been provided to and received by the secretary of the Association. Any Unit or Lot Owner that mortgages its Unit or Lot or any interest therein or enters into a land contract with respect to its Unit or Lot shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary 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 Unit or Lot upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit or Lot. As soon as possible following the transfer of a Unit or Lot, the new Unit or Lot Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit or Lot and setting forth the names and mailing addresses of the new Unit or Lot Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit or Lot owned by multiple Unit or Lot Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Condominium Lien or Other Lien. No Unit or Lot Owner may vote on any matter submitted to a vote of the Unit or Lot Owners if the Association has recorded a statement of condominium lien or other lien on the Unit or Lot owned by such Unit or Lot Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Unit or Lot Owners 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 Unit or Lot Owners 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"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Unit or Lot Owner 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 Unit or Lot.

2.11. Voting Designations of Multiple Unit or Lot Owners. If there are multiple Unit or Lot Owners of any single Unit or Lot, then each vote appurtenant to such Unit or Lot may be cast proportionately among the multiple Unit or Lot Owners in accordance with their respective percentages of ownership of the Unit or Lot, unless (a) the multiple Unit or Lot Owners have designated a single Unit or Lot Owner to exercise any or all of the votes appertaining to their Unit or Lot and have filed written notice

of such designation signed by all such multiple Unit or Lot Owners with the secretary of the Association, in which case such votes cast by a Unit or Lot Owner so designated shall be deemed to be the unanimous act of the multiple Unit or Lot Owners, or (b) only one of multiple Unit or Lot Owners of a Unit or Lot is present in person or by proxy at a meeting of the Association, in which event the Unit or Lot Owner present (whether or not such Unit or Lot Owner or any other Unit or Lot Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit or Lot and the same shall be deemed to be the unanimous act of the multiple Unit or Lot Owners. No designation of a single Unit or Lot Owner to cast any vote appertaining to any Unit or Lot owned by multiple Unit or Lot Owners shall be effective until written notice of such designation signed by all Unit or Lot Owners of such Unit or Lot has been received by the secretary of the Association prior to the casting of such vote. If any Unit or Lot Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit or Lot Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit or Lot Owners.

ARTICLE III MEETINGS OF MEMBERS

3.01. Place. All meetings of the Unit or Lot Owners shall be held at a place in the City of River Falls, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. The first annual meeting of the Unit or Lot Owners shall be held on the second Monday of the first December after the Declarant has ceased to control the Association as provided in Section 7.02 of the Declaration. Thereafter, regular annual meetings of the Unit or Lot Owners shall be held on the second Monday of December of each succeeding year.

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

3.04. Notice of Meetings. No annual or special meeting of the Unit or Lot Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit or Lot Owner 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 Unit or Lot Owner 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 Unit or Lot Owners 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 Unit or Lot Owners, 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 Unit or Lot Owners shall be as follows:

- (a) Calling the meeting to order.
- (b) Calling the roll of Unit or Lot Owners 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. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit or Lot Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit or Lot Owners 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. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit or Lot Owners may be taken without a meeting if the Association delivers a written ballot to every Unit or Lot Owner entitled to vote on the matter. 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 secretary of 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 selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit or Lot Owner; provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit or Lot Owner"

for purposes of this requirement only and provided further, that in the case of a Unit or 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 "Unit or Lot Owner" for purposes of this requirement only.

4.02. Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Prior to the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit or Lot Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers and shall serve until the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Prior to the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit or Lot Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall take office upon the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers and shall serve until the next election upon expiration of the period of Declarant control as provided in Section 7.02 of the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit or Lot Owners shall be called, and the Unit or Lot Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit or Lot Owners as provided in Section 3.02. Thereafter, 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 Unit or Lot Owners, the secretary of the Association shall mail to all Unit or 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 secretary. Unit or Lot Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit or 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 secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit or Lot shall have the number of votes provided in the Declaration. 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. Notwithstanding the foregoing, during the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.05. Removal. Prior to the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, 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 Unit or 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 expiration of Declarant control as described in Section 7.02 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December 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 Unit or Lot Owners at the same place as the Unit or 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 Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, 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 as follows:

- (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 two-thirds (2/3) 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, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law 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 Unit or 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 the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (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 Unit or 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 Unit or Lot of the Condominium;
- (I) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit or Lot of the Condominium;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements 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 the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit or 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 Unit or 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 written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit or Lot Owners against public liability as provided in the Declaration 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 Common Elements, Limited Common Elements, and 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.

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 Sections 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. All officers shall be Unit or Lot Owners, provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit or Lot Owner" for purposes of this requirement only and provided further, that in the case of a Unit or 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 "Unit or 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 Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, 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 Unit or Lot Owners; serve notices of the meetings of the Board of Directors and of the Unit or Lot Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, 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 Unit 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 ARCHITECTURAL REVIEW COMMITTEE

8.01. Creation. There shall be a committee of three (3) Unit or Lot Owners that shall be called the "Architectural Review Committee." During the period of Declarant control as provided in Section 7.02 of the Declaration, any person appointed by the Declarant to the Architectural Review Committee shall be deemed to be a "Unit or Lot Owner" for purposes of this requirement only. If a Unit or Lot 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 "Unit or Lot Owner" for purposes of this requirement only. The Architectural Review Committee shall have all powers, duties, and obligations as may be provided to it in the Declaration, Articles, Bylaws, or any rules and regulations of the Association, and as may be delegated to it by the Board of Directors pursuant to its authority under Article VI.

8.02. Membership and Term of Office. Declarant shall appoint all three of the initial members to serve on the Architectural Review Committee. Such Architectural Review Committee shall take office upon the conveyance by Declarant of the first Unit or Lot and shall serve until the Declarant has conveyed fifty percent (50%) of the Units or Lots to purchasers. Upon the conveyance of fifty percent of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit or Lot Owners other than the Declarant shall elect one member to serve on the Architectural Review Committee and the Declarant shall appoint the remaining two members. Such Architectural Review Committee member shall take office upon the conveyance of fifty percent of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers and shall serve until the Declarant has conveyed one hundred percent of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Not later than forty-five (45) days after the conveyance of one hundred percent of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit or Lot Owners shall elect all three (3) members to serve on the Architectural Review Committee. Such members shall take office upon such election and shall serve until the first annual meeting of the Unit or Lot Owners as provided in Section 3.02. Thereafter, each member of the Architectural Review Committee shall take office at the annual meeting of Unit or Lot Owners and shall serve for a term of one (1) year or until his or her successor shall be elected.

8.03. Election of Members. One (1) month prior to each annual meeting of the Unit or Lot Owners, the secretary of the Association shall mail to all Unit or Lot Owners a notice setting a deadline for nomination of persons to serve as members of the Architectural Review Committee. All nominations shall be mailed to the secretary. Unit or Lot Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit or Lot Owners entitled to vote upon the election of any

Architectural Review Committee member may nominate a person to serve as a member. If the number of nominees equals the number of Architectural Review Committee members to be elected, the nominees shall automatically become the new Architectural Review Committee members to take office at the annual meeting. If the number of nominees is fewer than the number of Architectural Review Committee members to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of Architectural Review Committee members to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit or Lot shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as members of the Architectural Review Committee and shall take office at the annual meeting.

8.04. Vacancy and Replacement. If the office of any Architectural Review Committee member becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining Architectural Review Committee members at a special meeting of the Architectural Review Committee held for that purpose promptly after the occurrence of such vacancy, even though the Architectural Review Committee members present may constitute less than a quorum, and each person so elected shall be a member of the Architectural Review Committee for the remainder of the term of the member who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, so long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to replace any Architectural Review Committee member appointed by Declarant.

8.05. Removal. So long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to remove a member appointed by Declarant from the Architectural Review Committee. Thereafter, any member may be removed from the Architectural Review Committee, with or without cause, by a majority vote of the Unit or Lot Owners.

8.06. Quorum; Decisions of the Architectural Review Committee. Each member of the Architectural Review Committee shall have one (1) vote in all matters before the committee. A presence of a majority of the members of the Architectural Review Committee present in person or represented by proxy shall constitute a quorum for the transaction of business by such committee. If there is not a quorum present at any committee meeting, the members of the committee present shall have the authority to adjourn the meeting as provided in Section 3.05. When there is a quorum 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, Bylaws, or rules and regulations of the Association, or by express direction of the Board of Directors, in which case such express provision or direction shall apply. Unless otherwise expressly provided in the Declaration, Articles, or Bylaws, the Board of Directors shall have no authority to reverse, modify, override, or abandon any decision of the Architectural Review Committee.

8.07. Notice of Committee Meetings; Quorum. No special meeting of either the Architectural Review Committee may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary of the Association or any member of the Architectural Review Committee to each member of such committee. Such notice shall specify the place, day, hour, and purpose of the meeting. Attendance by any committee member at any meeting of such committee shall be deemed a waiver of such notice.

8.08. Action Without a Meeting. Any action required or permitted to be taken by the Architectural Review Committee or the vote of the members of such committee may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all members of the committee that would have been entitled to vote upon the action at such meeting.

8.09. Compensation. No member of the Architectural Review Committee shall receive any compensation for his or her services as a member of the Architectural Review Committee.

ARTICLE IX BOOKS AND RECORDS

9.01. 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 Unit or Lot Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit or Lot Owner, Mortgagee, or prospective purchaser of a Unit or Lot at the principal office of the Association, where copies may be purchased at reasonable cost.

9.02. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE X BUDGET, ASSESSMENT, AND ANNUAL REPORT

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

10.02. Budget. Throughout the period of Declarant control as described in Section 7.02 of the Declaration, 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 Unit or Lot by the Declarant. After the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, the Unit or 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. For any year in which the Association is maintaining a statutory reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;
2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
3. The estimated remaining useful life of the Common Elements; and
4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

10.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit or Lot Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit or Lot as determined under Section 5.01 of the Declaration. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit or Lot Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

10.04. Special Assessments. Special Assessments may from time to time be levied against Unit or 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.

10.05. 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 eighteen percent (18%) 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 condominium lien against the Units or Lots on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit or 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 Unit or Lot Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit or Lot .

10.06. 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 Unit or Lot Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit or Lot Owner at the address in the Association's membership list prior to the third Thursday in February.

10.07. Statutory Reserve Account. All funds collected to fund a statutory reserve account as described in section 10.02, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

ARTICLE XI USE

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

**ARTICLE XII
ENFORCEMENT OF CONDOMINIUM DOCUMENTS**

It shall be the responsibility of each Unit or Lot Owner to see that the occupants and tenants of the Unit or Lot owned by such Unit or Lot Owner, and the employees, agents, representatives, invitees, and guests of such Unit or Lot Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, 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. Unit or Lot Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit or Lot Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, 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, the Association may take such action as it deems appropriate, including legal action against the offending Unit or Lot Owner or the Unit or Lot Owners of the Unit or Lot in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit or Lot Owner in which the Association is the prevailing party, the Unit or 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 Unit or Lot Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, 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 XIII
LIABILITY AND INDEMNITY**

13.01. 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 Wisconsin Nonstock Corporation Law 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.

13.02. 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 Section 13.02(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 XIII, the Association has purchased or is required under Section 13.10 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.

13.03. 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 Section 13.02 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 Section 13.03(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 Unit or Lot Owners entitled to vote; provided, however, that Unit or 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 Wisconsin Nonstock Corporation Law 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.

13.04. 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 Section 13.03 that indemnification under Section 13.02 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.

13.05. Partial Indemnification.

(a) If it is determined pursuant to Section 13.03 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 Section 13.03 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.

13.06. 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.

13.07. Limited Liability of Directors and Officers.

(a) Except as provided in subsection 13.07(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 Section 13.02(b).

(b) Except as provided in Section 13.07(c), this Section 13.07 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 Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 13.07(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.

13.08. 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.

13.09. 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 Section 13.02(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.

13.10. 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.

13.11. 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.

13.12. 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 XIV
GENERAL PROVISIONS**

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

14.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. 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 Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law 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 Unit or Lot Owners.

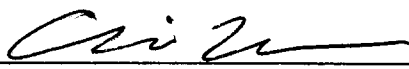
14.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit or Lot Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on 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 XV
AMENDMENT**


These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit or Lot Owners; provided, however, as long as the Declarant owns any Unit or Lot, and so long as the Condominium is subject to expansion under Article VI of the Declaration, 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.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day 6 of July 2006.

Spring Creek Estates, LLC

By: 
Chris Kusilek, its member

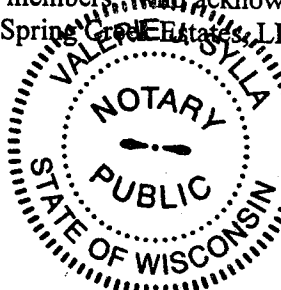
Spring Creek Estates, LLC

By: 
Dianna Kusilek, its member

STATE OF WISCONSIN)
)
COUNTY OF ST. CROIX)

ss.

Personally came before me this 6 day of June, 2006, Spring Creek Estates, LLC, by Chris Kusilek and Dianna Kusilek, its members, who acknowledged the foregoing document for the purposes recited therein on behalf of said Spring Creek Estates, LLC.



Name: Valerie Silla
Notary Public, State of Wisconsin
My Commission: 2/09

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Spring Creek Estates, LLC, to the undersigned recorded in the office of the Register of Deeds of Pierce County, Wisconsin does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 6th day of JUNE, 2006.

By: Alan Edwards
Name: Alan Edwards
Its: Vice President

Halvorson Homes, Inc.
By: [Signature]
Chad Halvorson, its president

STATE OF WISCONSIN)
)
COUNTY OF ST. CROIX)

ss.

Personally came before me this 2nd day of June, 2006, Halvorson Homes, Inc., by Chad Halvorson, its president, who acknowledged the foregoing document for the purposes recited therein on behalf of said Halvorson Homes, Inc.

No Notary Seal Affixed

Name: Kathleen M. Bennett
Notary Public, State of Wisconsin
My Commission: 12-06-09

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Halvorson Homes, Inc., to the undersigned recorded in the office of the Register of Deeds of Pierce County, Wisconsin does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 5th day of June, 2006.

First National Bank of New Richmond
By: [Signature]
Name: Dennis R. Wyba
Its: Executive Vice President

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Halvorson Homes, Inc., to the undersigned recorded in the office of the Register of Deeds of Pierce County, Wisconsin does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this ____ day of _____, 2006.

By: _____
Name: _____
Its: _____

Cudd Brothers, Inc.

By: _____
Doug Cudd, its _____

STATE OF WISCONSIN)
)
) ss.
COUNTY OF ST. CROIX)

Personally came before me this _____ day of _____, 2006, Cudd Brothers, Inc., by Doug Cudd, its _____, its president, who acknowledged the foregoing document for the purposes recited therein on behalf of said Cudd Brothers, Inc.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Halvorson Homes, Inc., to the undersigned recorded in the office of the Register of Deeds of Pierce County, Wisconsin does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this ____ day of _____, 2006.

By: _____
Name: _____
Its: _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Halvorson Homes, Inc., to the undersigned recorded in the office of the Register of Deeds of Pierce County, Wisconsin does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this ____ day of _____, 2006.

By: _____
Name: _____
Its: _____

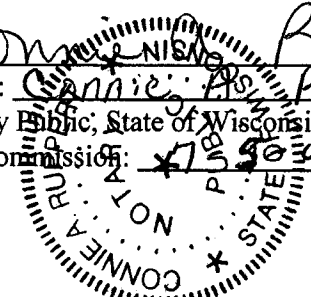
Cudd Brothers, Inc.

By: Douglas J Cudd
Doug Cudd, its President

STATE OF WISCONSIN)
)
) ss.
COUNTY OF ST. CROIX)

Personally came before me this 6 day of June 2006, Cudd Brothers, Inc., by Doug Cudd, its _____, its president, who acknowledged the foregoing document for the purposes recited therein on behalf of said Cudd Brothers, Inc.

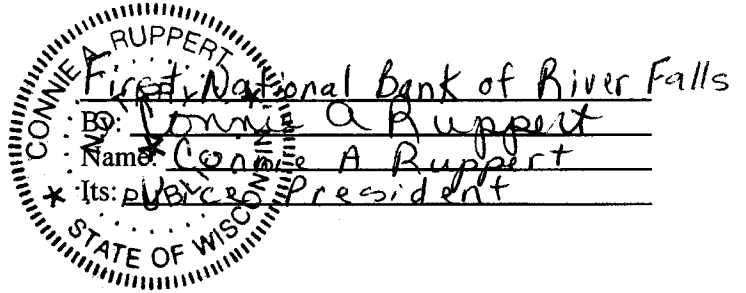
Cornelia Buppert
Name: Cornelia Buppert
Notary Public, State of Wisconsin
My Commission: *755009



CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Cudd Brothers, Inc., to the undersigned recorded in the office of the Register of Deeds of Pierce County, Wisconsin does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 6th day of June, 2006.



This document was drafted by:

Kristina Ogland
Estreen & Ogland
304 Locust Street
Hudson, WI 54016