

BYLAWS

OF

FOX HILL NEIGHBORHOOD ASSOCIATION, INC.

A Non-stock, Not for Profit Corporation

TABLE OF CONTENTS

ARTICLE I IDENTIFICATION..... 1

 1.1 Identity..... 1

 1.2 Purpose..... 1

 1.3 Office..... 1

 1.4 Fiscal Year..... 1

 1.5 Seal..... 1

ARTICLE II DEFINITIONS..... 1

ARTICLE III MEMBERS..... 2

 3.1 Qualification..... 2

 3.2 Multiple Owners..... 2

 3.3 Restraint Upon Assignment of Ownership, Shares and Assets..... 3

 3.4 Evidence of Membership..... 3

ARTICLE IV VOTING..... 3

 4.1 Voting Rights..... 3

 4.2 Voting Procedure..... 3

 4.3 Quorum..... 3

 4.4 Designation of Voting Representative..... 3

 4.5 Approval or Disapproval of Matters..... 5

 4.6 Method of Voting.....5

ARTICLE V MEETINGS OF MEMBERS..... 5

 5.1 Annual Meeting..... 5

 5.2 Special Meetings..... 5

 5.3 Notice of Meetings..... 5

 5.4 Place..... 6

 5.5 Adjournments..... 6

 5.6 Order of Business..... 6

 5.7 Action Without Meeting..... 6

 5.8 Proviso..... 6

 5.9 Member Participation at Meetings..... 7

 5.10 Minutes..... 7

ARTICLE VI DIRECTORS..... 7

 6.1 Number and Qualification..... 7

 6.2 Election of Directors..... 7

 6.3 Term..... 8

6.4	Qualifications.....	8
6.5	Vacancies.....	8
6.6	Resignation.....	8
6.7	Removal.....	9
6.8	Voting.....	9
6.9	Organizational Meeting.....	9
6.10	Regular Meetings.....	10
6.11	Special Meetings.....	10
6.12	Notice.....	10
6.13	Quorum.....	10
6.14	Adjourned Meeting.....	11
6.15	Joinder in Meeting of Approval of Minutes.....	11
6.16	Meetings Open.....	11
6.17	Chair.....	11
6.18	Order of Business.....	11
ARTICLE VII	POWERS AND DUTIES OF BOARD OF DIRECTORS.....	11
7.1	General Powers.....	12
7.2	Enforcement and Fines.....	12
7.3	Budget and Assessments.....	12
7.4	Employment.....	12
7.5	Rules and Regulations.....	12
7.6	Officers.....	12
7.7	Committees.....	12
7.8	Cooperative Management and Operation.....	13
7.9	Indemnification of Directors and Officers.....	13
7.10	Term.....	13
ARTICLE VIII	FISCAL MANAGEMENT.....	13
8.1	Accounting.....	13
8.2	Budget and Budget Meetings.....	14
8.3	Procedure.....	15
8.4	Assessments.....	15
ARTICLE IX	PARLIAMENTARY RULES.....	15
ARTICLE X	AMENDMENT.....	15
ARTICLE XI	DISPUTES AND ENFORCEMENT.....	16

BYLAWS
OF
FOX HILL NEIGHBORHOOD ASSOCIATION, INC.
A Corporation Not For Profit

ARTICLE I
IDENTIFICATION

- 1.1 Identity. These are the Bylaws of Fox Hill Neighborhood Association, Inc., a non-stock, not for profit corporation organized and existing under the laws of Wisconsin.
- 1.2 Purpose. The Association has been organized for the purpose of governing the affairs of the Condominium pursuant to Chapter 703 of the Wisconsin States (the “*Condominium Ownership Act*”).
- 1.3 Office. The office of the Association shall be at 11451 Mid Town Rd Verona, WI 53593, until otherwise changed by the Board of Directors.
- 1.4 Fiscal Year. The fiscal year of the Association shall be the calendar year.
- 1.5 Seal. The Association shall have no corporate seal.

ARTICLE II
DEFINITIONS

Any term not specifically defined in these Bylaws, shall have the meaning of such terms set forth in the Declaration and the Condominium Ownership Act. The following specific terms shall have the following meanings:

- (a) “*Articles*” means the Articles of Incorporation of the Association.
- (b) “*Association*” means Fox Hill Neighborhood Association, Inc.
- (c) “*Board*” means the Board of Directors of the Association.
- (d) “*Budget*” means the annual budget prepared and adopted by the Board for Common Expenses anticipated for the forthcoming year.
- (e) “*Bylaws*” means these Bylaws of the Association.
- (f) “*Condominium Documents*” means the Declaration, the Articles, these Bylaws, the Rules, and any document or instrument referred to or contemplated by the foregoing documents.

- (g) **“Condominium Property”** means the land, all improvements thereon and all personal property used in connection therewith, which are submitted to condominium ownership under the Declaration, as hereinafter defined, and as are more particularly described therein, and all easements and rights appurtenant thereto.
- (h) **“Declaration”** means the Declaration of the Fox Hill, a Condominium.
- (i) **“Declarant”** means OAJ Development Inc, a Wisconsin S Corporation, and its successors to the rights of Declarant under these Bylaws; provided, however, an Owner shall not solely by the purchase of a Unit be deemed a successor to or assignee of the rights of Declarant under these Bylaws unless such Owner is specifically so designated as such a successor to or assignee of such rights in the respective instrument of conveyance or any other instrument executed by Declarant.
- (j) **“Institutional First Mortgagee”** means any commercial bank; savings bank; savings and loan association; life insurance company; federal agency, corporation or association; mortgage lending corporation, association, or trust; real estate investment trust; any affiliate, or subsidiary of the foregoing; any mortgagee who joins in and consents to the Declaration; Declarant; and any successors or assigns thereof; if and as long as the respective entity or person holds a first mortgage on a Unit.
- (k) **“Member”** means a member of the Association.
- (l) **“Owner”** or **“Unit Owner”** means a record Owner of legal title to a Unit.
- (m) **“Rules and Regulations”** means any rules and regulations duly promulgated by the Board pursuant to its powers under any of the “Condominium Documents” as defined above.
- (n) **“Fox Hill, A Condominium”** and the word **“Condominium”** are the names by which the Condominium Property, as defined above, may be identified herein.

ARTICLE III MEMBERS

3.1 **Qualification.** The Members of the Association shall consist of all of the record Owners of each of the Units in the Condominium.

3.2 **Multiple Owners.** When a Unit is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each Owner shall be a Member of the Association by virtue of being a record Owner of an interest in a Unit. Lessees of Units shall not be members. All matters of voting shall, however, be determined on a Unit basis, as provided in Article IV.

3.3 Restraint Upon Assignment of Ownership, Shares and Assets. The membership of a Unit Owner, and the share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

3.4 Evidence of Membership. There shall be no stock or membership certificates in the Association. Membership shall be determined by approved Ownership as herein provided. The Association shall maintain the Condominium documents in a suitable binder for reference, which shall include the most current address of each member as so provided by the member to the Association.

ARTICLE IV VOTING

4.1 Voting Rights. The Member or Members who are the record Owner(s) of each Unit of the Condominium shall be collectively entitled to one (1) vote for each such Unit in the Condominium, as provided in the Declaration and the Articles. If Members own more than one Unit, they shall be entitled to one vote for each Unit owned. A Unit vote may not be divided. Notwithstanding the foregoing, if any Unit is owned by the Association, no vote shall be allocated to any such Unit, nor shall any such Unit be considered in determining a quorum at any meeting of Unit Owners.

4.2 Voting Procedure. The single or multiple Owner(s) of each Unit shall have one vote for each Unit. All determination of requisite majorities and quorums for all purposes under the Declaration, the Articles and these Bylaws shall be made by reference to the total number of votes in the Condominium. Decisions of the Association shall be made by the Owners of a majority of voting interests represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles, these Bylaws or the Condominium Ownership Act.

4.3 Quorum. A quorum shall exist when the Owners of a majority of the Units are present, either in person, by designated voting representative or by proxy, except that if any Unit is owned by the Association, it shall not be counted as being present for purposes of establishing a quorum.

4.4 Designation of Voting Representative. The right to cast the vote attributable to each Unit shall be determined, established and limited pursuant to the provisions of this section.

(a) Single Owner. If the Unit is owned by one natural person, that person shall be entitled to cast the vote for such Unit.

(b) Multiple Owners. If a Unit is owned by more than one person, either as co-tenants or joint tenants, the person entitled to cast the vote for such Unit shall be designated by a certificate signed by all of the record Owners and filed with the Secretary of the Association.

(c) Life Estate with Remainder Interest. If a Unit is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the Unit. If the life estate is owned by more than one person, the

authority to vote shall be determined as herein otherwise provided for voting by multiple persons owning a Unit in fee in the same manner as the life tenants owned the life estate.

(d) Corporations and Limited Liability Companies. If a Unit is owned by a corporation or limited liability company, the officers or employees thereof entitled to cast the vote for the Unit shall be designated by a certificate executed by an executive officer of the corporation and attested by the Secretary or an Assistant Secretary, or Manager or Managing Member, in the case of a limited liability company, and filed with the Secretary of the Association.

(e) Partnerships. If a Unit is owned by a general or limited partnership, the general partner entitled to cast the vote for the Unit shall be designated by a certificate executed by all general partners and filed with the Secretary of the Association.

(f) Trustees. If a Unit is owned by a Trust, the trustee or trustees thereof shall be entitled to cast the vote for the Unit. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the Unit by a certificate executed by all trustees and filed with the Secretary of the Association.

(g) Estates and Guardianships. If a Unit is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such Unit upon filing with the Secretary of the Association a current certified copy of his Letters of Administration or Guardianship.

(h) Tenants by the Entirety. If a Unit is owned by a husband and wife as tenants by the entirety, they may designate a voting member in the same manner as other multiple Owners. If no certificate designating a voting member is on file with the Association, and only one of the husband and wife is present at a meeting, he or she may cast the vote for their Unit without the concurrence of the other Owner. If both spouses are present, they may jointly cast the vote for their Unit, but if they are unable to agree on the manner of casting such vote, their vote shall not count, although the Unit may still be counted for purposes of a quorum.

(i) Certificate. Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. Except in the case of husband and wife or single Ownership, the Unit shall not be counted in determining a quorum nor shall the Owners thereof be able to cast a vote unless at the time of the meeting a valid voting certificate is on file with the Secretary of the Association.

(j) Limitation. If there has been a change in ownership of a Unit, the right of the new Member(s) to participate in any vote shall not become effective until the requirements of Section 3.2 above have been satisfied.

4.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of the Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration or these Bylaws.

4.6 Method of Voting. Subject to the provisions of the Declaration, the Condominium Ownership Act, Chapter 181 of the Wisconsin Statutes (Nonstock Corporations), and these Bylaws, voting by Unit Owners may be by roll call, voice vote or by written ballot; provided that whenever written approval is required by the Declaration, or wherever any amendment to any Condominium Document is proposed, or when any improvement, special assessment, election or regulation is put to a vote, or when any Director is to be elected or any vacancy on the Board is to be filled, the voting shall be by written ballot. The method of voting with regard to routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business shall be determined by the chairman of the meeting.

ARTICLE V MEETINGS OF MEMBERS

5.1 Annual Meeting. The annual meeting of Members shall be held on the first Tuesday of the month of February of each year at a time determined by the Board or on such date established by the Board by amendment to these Bylaws. If that day is a legal holiday, the meeting shall be held on the next day not a holiday. The annual meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the Members.

5.2 Special Meetings. Special meetings of the Members shall be held whenever called by the President, or Vice President, or by a majority of the Board, and must be called by such officers upon receipt of a written request from voting members entitled to cast votes for not fewer than twenty five percent (25%) of the Unit Owner, unless a smaller percentage is provided for consideration of particular issues by the Condominium Ownership Act. The stated purpose of the meeting shall be included in the notice.

5.3 Notice of Meetings. Notice of all meetings of the Members, stating the time, place, purpose and agenda for which the meeting is called, shall be given by the President or Vice President or Secretary. The notice for any meeting at which assessments against Unit Owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Notice of all meetings of the Members shall be given in writing to each Unit Owner by personal delivery, Email delivery, or by mailing the same by either regular or certified mail to the Member's address, as it appears on the books of the Association. Each such notice shall be mailed, sent by Email or delivered in person not fewer than five (5) days, nor more than sixty (60) days, prior to the date of the meeting, and each such notice shall also be posted in a conspicuous place on the Condominium Property at least five (5) days, but not more than sixty (60) days, in advance of the date of the meeting. Notice of meetings may be

waived in writing before, during or after meetings. Provided, however, that notice of the annual meeting may be given by mail, personal delivery, commercial delivery or Email delivery, and notice thereof may be waived only in writing and prior to the date for the giving of such notice, in accordance with the Condominium Ownership Act.

5.4 Place. Meetings of the Association members shall be held on the Condominium property or at such other place no more than 15 miles from the Condominium property, as the Board may designate in the Notice of Meeting.

5.5 Adjournments. If any meeting of Members cannot be held because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5.6 Order of Business. The order of business at annual meetings, and as far as practical at all special meetings of the Members, shall be.

- (a) Calling of the roll and certifying of the proxies.
- (b) Proof of notice of the meeting or waiver of notice.
- (c) Election of Directors (if applicable)
- (d) Specific items set forth in the notice for discussion and action.
- (e) New business.
- (f) Announcements.
- (g) Adjournment.

5.7 Action Without Meeting. Whenever the affirmative vote or approval of the Members is required or permitted by the Declaration, the Condominium Ownership Act or these Bylaws, such action may be taken without a meeting if Members entitled to cast not fewer than 75% of the votes if such meeting were held, shall agree in writing that such action be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must so agree in writing; and provided further than the Declaration, the Articles and these Bylaws may not be amended without a meeting. Notice of the action so taken shall be given in writing to all Members who did not approve such action in writing within ten (10) days of such approval.

5.8 Proviso. Until the Declarant has terminated its control of the Association and its affairs in accordance with the Declaration and the Condominium Ownership Act, the proceedings of all meetings of the Members of the Association shall have no effect unless approved by the Board of Directors, except for the rights of the Unit Owners other than Declarant to elect Directors and such other matters for which the Condominium Ownership Act requires the approval, consent, vote or other action by Unit Owners other than the Declarant.

5.9 Member Participation at Meetings. Members shall have the right to participate in meetings of the Members with reference to all designated agenda items. Members do not have the right to speak with respect to items not specifically designated on the agenda; however, the Board may permit a Member to speak on such items. However, the Association may adopt reasonable rules in writing governing the frequency.

5.10 Minutes. Minutes of each annual and any special Members' meeting shall be kept in a businesslike manner by the Secretary of the Association and shall be available for inspection by Unit Owners and by members of the Board at all reasonable times upon reasonable advance notice to the Secretary.

ARTICLE VI DIRECTORS

6.1 Number and Qualification. Prior to and after Declarant control, the affairs of the Association shall be governed by a Board of Directors composed of five (5) persons.

6.2 Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Election at Annual Meeting. Election of Directors shall be held at the annual meeting of the Members. The Board shall deliver a notice of the election to all Unit Owners and voting representatives entitled to vote therein, together with a ballot which shall list all candidates.

(b) Election Procedure. An election is not required unless more candidates file notices of intent to run than vacancies exist on the Board. Elections shall be decided by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. At least 20% of the eligible voting interests must cast a ballot in order to have a valid election.

(c) Initial Board. The Declarant shall be vested with the power to designate the initial Board, the members of which need not be Owners of Units in the Condominium. The initial Board shall serve until the first election of Directors. Any vacancies occurring prior to the first election shall be filled by the remaining Directors.

(d) Election of Board by Unit Owners. Unit Owners other than the Declarant shall be entitled to elect representatives to the Board according to the timetable and procedures set forth in Section 703.15 of the Condominium Ownership Act. Each of the Directors elected by Owners other than Declarant at the first election at which Owners other than Declarant are entitled to elect Board members, shall be elected to a particular seat previously filled by a Declarant designate, and such Directors shall serve until the annual meeting date that is not less than twelve (12) months following such election.

6.3 Term. At the meeting held for the first election of Directors following Transfer of Association Control, all five (5) Directors shall be elected by the Members, with terms as follows:

- (a) Three (3) Directors shall be elected to terms of four (4) years; and
- (b) Two (2) Directors shall be elected to a term of three (3) year.

Thereafter, at each annual meeting, the Members shall elect one or two Directors, as the case may be, and such Director(s) shall be elected for terms of four (4) years. There is no limit on the number of terms or consecutive terms that any Director may serve. Each Director shall hold office until the annual meeting held in the year in which such Director's term expires and until his or her successor has been elected and has attended his or her first meeting of the Board. If more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that there shall be no cumulative voting. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected. If no person is interested in or demonstrates an intention to run for the position of a Director whose term is to expire at an annual meeting, the term of the Director whose term is expiring shall be automatically reappointed to the Board and need not stand for reelection.

6.4 Qualifications. All Directors shall be Members of the Association; provided, however, that any Director elected or designated by Declarant pursuant to these Bylaws need not be a Member. Any officer of any corporate Owner, Manager or Managing Member of a limited liability company that is a Unit Owner, or general partner of any partnership that is a Unit Owner shall be deemed Members for the purpose of qualifying for election to the Board of Directors. If a Unit is owned by multiple Owners, no more than one co-Owner of that Unit may serve on the Board at any time.

6.5 Vacancies. Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of Director they are replacing. Vacancies following removal of office pursuant to Section 6.7 shall be filled as therein provided. Any vacancy in the Board of Directors occurring during the time that the Declarant and Unit Owners other than Declarant share authority to elect and designate Directors shall be filled in the manner in which the Director who has vacated his office was originally elected or designated; i.e., if elected by Unit Owners the vacancy shall be filled by special election by Unit Owners other than Declarant and if designated or elected by Declarant, then Declarant shall select and designate a person to fill such vacancy.

6.6 Resignation. Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who must be a Member of the Association shall be deemed to have resigned if he or she transfers his/her Unit so that he/she ceases to be a Member of the Association.

6.7 Removal. Any Director elected by Unit Owners other than Declarant may be recalled and removed from office with or without cause by the vote or agreement in writing by Unit Owners having a majority of all voting interests. A special meeting of the Unit Owners to recall a member or members of the Board may be called by 10% of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. If a majority of the Board is subject to recall, the notice shall state that replacement Board members will be elected at the recall meeting.

(a) Effective Date of Recall. If the recall is approved by a majority of all voting interests by vote at a meeting, the recall shall be effective as provided for herein. The Board shall duly notice and hold a Board meeting within five full business days of the recall meeting. At the meeting, the Board shall either certify the recall, in which case such members or members shall be recalled effective immediately and shall turn over to the Board within five full business days any and all records and property of the Association in their possession, or proceed as described in (c) below.

(b) Recall by Written Agreement. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail or by personal service. The Board of Directors shall call a meeting of the Board within five full business days after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over the Board within five full business days any and all records of the Association in their possession, or proceed as described in (c) below.

(c) Failure of Board to Act. If the Board fails to duly notice and hold a Board meeting within five full business days of service of an agreement in writing or a Unit Owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all property of the Association.

(d) Replacement of Recalled Directors. If a vacancy occurs on the Board as a result of the recall and less than a majority of the Board Members are removed, the Board shall appoint replacement directors in the same manner as if the seats had been otherwise vacated. If vacancies occur on the Board as a result of recall and a majority of the Board Members are removed, the vacancies shall be filled by a vote of the Unit Owners at the recall meeting.

6.8 Voting. All voting for the election of Directors shall be by Unit voting interests as provided in Article III and Article IV hereof.

6.9 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and notice shall be conspicuously posted on the Condominium Property at least 48 continuous hours preceding said

meeting and said notice shall include an identification of the agenda items, as well as the time and place of said meeting.

6.10 Regular Meetings. The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meetings may be dispensed upon written concurrence of not less than two-thirds (2/3) of the members of the Board.

6.11 Special Meetings. Special Meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors.

6.12 Notice.

(a) Types and Length of Notice. Other than in an emergency, notice of each regular or special meeting shall be given to each Director personally or by mail, telephone or email at least forty-eight (48) continuous hours prior to the meeting and said notice shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. All notices shall state the time and place of the meeting, and the identification of agenda items. Any Director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of notice by him/her.

(b) Notices Regarding Special Assessments or Rules Changes. Notice of meetings at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by affidavit executed by the person providing the notice and filed among the official records of the Association.

(c) Notices Regarding Regular Assessments. Notice of meetings in which regular assessments against Unit Owners will be considered shall be specific in the statement of the nature of assessments to be considered and shall be given to members in accordance with Section 6.12 (b) hereof.

(d) Notices Regarding Committee Meetings. Meetings of Committees to take final action on behalf of the Board or make recommendations to the Board regarding the Association's Budget are subject to the same notice requirements set forth in Section 6.12 (a) above. All other Committee meetings shall also be subject to the same notice requirements as set forth in Section 6.12 above, unless those meetings are exempted from such notice elsewhere in these Bylaws.

6.13 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at the meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval of a greater

number of Directors is required by the Condominium Ownership Act, the Declaration or these Bylaws.

6.14 Adjourned Meeting. If, at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

6.15 Joinder in Meeting of Approval of Minutes. The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof, shall not constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes; further, such concurrence shall not be used to create a quorum. Directors may join in minutes under this section only after an open meeting for the purposes herein provided.

6.16 Meetings Open. Meetings of the Board of Directors shall be open to all Unit Owners, and notices of such meetings shall be delivered at least forty-eight (48) hours in advance of each such meeting for the attention of Unit Owners except in an emergency. Members have the right to speak at such meeting on designated agenda items only strictly within the rules adopted by the Board of Directors.

6.17 Chair. The Board shall elect a Chair to preside over any meeting of the Board or the Association.

6.18 Order of Business. The order of business of Board meetings shall be.

- (a) Roll call.
- (b) Proof of notice of meetings or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of committees.
- (e) Unfinished business.
- (f) New business.
- (g) Announcements.
- (h) Adjournment.

ARTICLE VII POWERS AND DUTIES OF BOARD OF DIRECTORS

The Board of Directors shall have all powers, authority, discretion and duties necessary for the administration of the Association and operation of the Condominium, except as may be reserved or granted to the Unit Owners, the Declarant or a specific committee or committees of

the Association by the Declaration, Articles, these Bylaws or the Condominium Ownership Act. The powers of the Board shall include, but shall not be limited to, the following:

7.1 General Powers. All powers specifically set forth in the Declaration, Articles and these Bylaws, and in the Condominium Ownership Act, and all powers incident thereto or reasonably to be inferred therefrom.

7.2 Enforcement and Fines. The Board of Directors shall enforce by legal means, provisions of the Condominium Ownership Act, the Declaration, the Articles, the Bylaws and Rules and Regulations for the use of the property of the Condominium. In the event that the Board determines that any Unit Owner, occupant, lessee, licensee or invitee is in violation of any of the provisions of the Condominium Ownership Act, the Declaration, Bylaws, Articles or Rules and Regulations; the Board, or an agent of the Board designated for that purpose, shall notify the Unit Owner of the nature of the violation. The notice shall state that if said violation is not cured within a time certain dependent upon the nature of the offense, that the Owner, occupant, lessee, licensee or invitee, shall be afforded a hearing before a Board-designated committee of other Unit Owners, who after hearing if they agree with the Board can levy a fine against the Owner, occupant, licensee or invitee in an amount not to exceed \$100.00 per day or \$1,000.00 in aggregate for a continuing violation.

7.3 Budget and Assessments. To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration, Bylaws and Condominium Ownership Act.

7.4 Employment. To employ, dismiss, control and contract for personnel and contractors for the administration of the Association and operation of the Condominium, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

7.5 Rules and Regulations. To adopt, amend and rescind reasonable Rules and Regulations relating to the administration of the Association and operation and use of the Condominium Property, subject to the Declaration, Bylaws and Condominium Ownership Act. Provided, however, that any Rules and Regulations adopted by the Board may be supplemented, amended or rescinded by affirmative vote of the Owners of not less than seventy-five percent (75%) of the voting interests in the Condominium. Any such Rules or Regulations approved by the Owners shall not thereafter be amended or rescinded except upon affirmative vote of the Owners of not less than seventy-five percent (75%) of the voting interests in the Condominium.

7.6 Officers. To appoint Officers of the Association such as President, Vice President, Treasurer and Secretary as necessary.

7.7 Committees. To create and establish any such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association and operation of the Condominium, and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declaration, the Articles, Bylaws and Condominium Ownership Act. All committees of the Association shall keep records and conduct meetings in the same manner, to

the extent applicable as is required of the Board. Nothing contained herein shall be deemed to restrict the authority of the President of the Association from appointing advisory committees not inconsistent with committees created by the Board and the Unit Owners.

7.8 Cooperative Management and Operation. Enter into purchasing agreements and contracting for maintenance, management, repair, insurance and other items of common expense. In entering such agreements, the Board shall have the authority to apportion the expenses incurred pursuant to such agreements, so long as such apportionment is made in good faith and in a fair, equitable and reasonable manner. Expenses incurred pursuant to any such agreement, whether by direct attribution or such apportionment, shall be a common expense.

7.9 Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a part or on which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.10 Term. All officers who are also Directors shall hold office until their term as a Director ends. All other officers shall hold office until their successors are chosen and qualified.

ARTICLE VIII FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

8.1 Accounting. Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be Common Expenses.

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or betterments. The balance in this fund at the end of each year shall be applied to reduce the assessment for current expenses for the succeeding year or to fund reserves. The current expense classification shall be detailed and shall include, but not be limited to, the following sub-classifications where applicable.

- (i) Administration of the Association.
- (ii) Management fees.
- (iii) Maintenance.

- (iv) Rent for any rented recreational and other commonly used facilities.
- (v) Taxes upon Association property.
- (vi) Taxes upon leased areas.
- (vii) Insurance.
- (viii) Security provisions.
- (ix) Other expenses.
- (x) Operating capital.

(b) Reserves for Deferred Maintenance. Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Capital Expenditures and Replacement. Reserves for capital expenditures and replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Additional Accounts. The Board may establish additional accounts for specifically authorized improvement, or other categories consistent with accepted accounting practices.

8.2 Budget and Budget Meetings.

(a) Adoption of Budget by Board. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves, and may provide funds for specifically proposed betterments and approved improvements.

(b) Budget Meetings. Budget meetings shall be open to all Unit Owners. Notice of said meetings and a copy of the proposed budget shall be provided to Unit Owners in accordance with Section 6.12(b) of these Bylaws. If an adopted budget requires assessments against Unit Owners in any fiscal or calendar year which exceeds one hundred fifteen percent (115%) of the assessments for the preceding year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests of the Members. Such special meeting of Unit Owners shall be held upon not more than thirty (30) days and not less than ten (10) days written notice to each Unit Owner. At the special meeting the Unit Owners shall consider and enact a budget. The adoption of the budget shall require the approval of a majority of the voting interests.

8.3 Procedure. The Board of Directors shall adopt a budget in accordance with the Condominium Ownership Act, as so amended from time to time.

8.4 Assessments. Regular annual assessments against a Unit Owner for such Unit Owner's share of the items of the budget shall be made in advance on or before December 20 preceding the year for which the assessment is made. Such assessment shall be due and payable by January 31st. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and payment thereof shall be due by January 31st. In the event the annual assessment proves to be insufficient, the budget may be amended at any time by the Board and a supplemental assessment levied. The supplemental assessment shall be due on the 1st day of the calendar month following the month in which the supplemental assessment is made or as otherwise provided by the Board of Directors. The first regular assessment shall be determined by the Declarant. Special assessments may be made from time to time by the Board as provided in the Declaration, with Association approval where required. Notice of special assessments not previously approved by the Unit Owners shall be given to the Unit Owners. Unit Owners may request a special meeting to reconsider such special assessment by filing a request therefor in accordance with these Bylaws. Such request shall be filed within fifteen (15) days of mailing or delivery of the notice of such special assessment. At any such special meeting called pursuant hereto, the Owners of seventy-five percent (75%) of the Units may overrule, restrict, or otherwise modify the determination of the Board with respect to such special assessment. Nothing contained herein shall prohibit the Board of Directors from levying a special assessment for any bone fide emergency common expense that cannot be paid from the annual budget or contingencies or reserve funds.

ARTICLE IX PARLIAMENTARY RULES

Robert's Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association, the Board of Directors and Committees of the Association when not in conflict with the Declaration, Articles of Incorporation or these Bylaws.

ARTICLE X AMENDMENT

These Bylaws may be amended in the manner set forth in the Declaration, and using procedures that incorporate the provisions of the Condominium Ownership Act, as same may be amended from time to time; provided, however, no Amendment shall discriminate against any Unit Owner, or against any Unit or class or group of Units unless the Unit Owners so affected shall consent. No Amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration. Amendments to the Bylaws shall not be effective until they have been certified by the President or Vice President of the Association and a copy of the Amendment is recorded in the books of the Association.

**ARTICLE XI
DISPUTES AND ENFORCEMENT OF DECLARATION AND BYLAWS;
ARBITRATION**

11.1 Disputes and Enforcement. The Board shall have the power to resolve all disputes relating to and to enforce the Declaration, the terms of these Bylaws and any Rules and Regulations adopted by the Association.

11.2 Reconsideration. The Unit Owner or Owners challenging a decision of the Board shall give written notice of the objection to the Board within 45 days after the decision. Upon receipt of this notice, the Board shall reconsider its decision and either affirm, reverse or modify the decision within 30 days (if the Board fails to reconsider its decision within 30 days, it shall be deemed to have affirmed its prior decision).

11.3 Appeal. The Unit Owner or Owners may appeal the decision after reconsideration by the Board of directors only in an arbitration proceeding under chapter 788 of the Wisconsin Statutes. The Unit Owner or Owners shall submit written notice to the Board appealing the Board's decision within 30 days of receipt of such decision.

11.4 Arbitration. The Board, upon receipt of a notice appealing its decision shall submit its decision to arbitration, and shall name a proposed arbitrator. The Unit Owner or Owners may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the 2 arbitrators shall select a 3rd person and the 3 shall serve as an arbitration panel chaired by the 3rd person. The expense of the arbitration (i.e., the fees paid to the arbiters) shall be shared equally by the association and the Unit Owner or Owners challenging the decision of the Board. Each party to the arbitration shall pay their own attorneys' fees and other costs. The arbitration panel shall affirm, deny or modify the Board's decision. Acceptance of a conveyance of a Unit is deemed to constitute an agreement by the Unit Owner to submit challenges to decisions of the Board to arbitration.

11.5 Compliance with Final Decision. For purposes of this section, a "final decision" is a decision of the Board that is not timely appealed or the decision of the arbitrator or arbitration panel of an appealed decision. In the event that a Unit Owner or Owners fail to comply with the final decision, then the Board may bring an action in the Dane County Circuit Court to enforce its decision. In such case, the Unit Owner or Owners that failed to comply with the final decision shall indemnify all costs and attorneys' fees incurred by the Association in enforcing the final decision.

The foregoing has been adopted as the Bylaws of Fox Hill Neighborhood Association, at the first meeting of the Board of Directors.