

BYLAWS OF  
PHEASANT POINT I HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

SECTION ONE. Name. The name of this corporation shall be Pheasant Point I Homeowners Association, Inc. (hereinafter "Association").

SECTION TWO. Address. The principal office and mailing address of the Association shall be located at 817 South Division Street, Waunakee, WI 53597.

ARTICLE II

DEFINITIONS

SECTION ONE. Definitions. The following definitions shall apply to these Bylaws:

(a) "Articles" shall mean the Articles of Incorporation of Pheasant Point I Homeowners Association, Inc.

(b) "Association" shall mean Pheasant Point I Homeowners Association, Inc.

(c) "Association Property" shall mean Outlot 2 of Pheasant Point I Plat, the Development's entrance sign easement and any personal property acquired by the Association for the maintenance of the same.

(d) "Developer" shall mean Pheasant Point I Joint Venture, composed of Michael F. Simon Builders, Inc. and GWS Dev., Inc.

(e) "Development" shall mean the Pheasant Point I Development which is comprised of all Lots and the adjoining streets and improvements located within the Pheasant Point I Plat.

(f) "Lot" shall mean any lot or outlot in the Pheasant Point I Plat, which is or will be subject to recorded Covenants and Restrictions requiring the owner thereof to become a member of this Association.

(g) "Lot Owner" shall mean one or more persons, corporations, partnerships, associations, or a combination thereof, who hold

title in fee to a Lot or have equitable ownership of a Lot as a land contract vendee.

(h) "Person" means an individual, corporation, partnership, association, trustee or other legal entity.

### ARTICLE III

#### PURPOSE

The Association shall be administered as a nonstock, nonprofit corporation organized under the Wisconsin Nonstock Corporation Law. No part of the net income of the Association shall inure to the benefit of any Lot Owner other than through the acquisition, construction, management, maintenance and care of the Association Property and by any rebates of excess maintenance assessments. The Association is obligated to accept title to Outlot 2 of Pheasant Point I Plat, to record the deed upon conveyance of the same from Developer to the Association, and to maintain and control the ponds and the Development's entrance sign easements. The Association shall also create and maintain an Architectural Control Committee to maintain a high standard of quality with respect to the development and maintenance of the Lots in accordance with the recorded covenants and restrictions.

### ARTICLE IV

#### MEMBERSHIP

The members of the Association shall be determined in the manner set forth in Article VI of the Articles and shall at all times consist exclusively of the Lot Owners. The rights of members are subject to the payment of any maintenance assessments imposed pursuant to these Bylaws and compliance with the recorded Covenants and Restrictions and with any rules and regulations promulgated by the Board of Directors pursuant to Article XIII hereof regarding the Development, the Association Property and the conduct of members, their families, their tenants, and the guests of any thereof. The voting and other membership rights of any member may be suspended by action of the Directors during any period when such member shall have failed to pay any maintenance assessments then due and payable; but, upon payment of such charges, his rights and privileges shall be automatically restored. The voting or other membership rights of any member may be suspended by action of the Board of Directors for a period not to exceed 30 days, if he, any member of his family, his tenants, or the guests of any thereof shall have violated any of the Bylaws or any of the rules and regulations promulgated by the Board of Directors pursuant to Article XIII hereof.

## ARTICLE V

### VOTING BY MEMBERS

SECTION ONE. Number of Votes. One and only one vote in the affairs of the Association shall appertain to each Lot of the Development. Multiple owners of a Lot shall cast their vote as set forth in Article VII of the Articles.

SECTION TWO. Proxies. At all meetings of the Lot Owners, a Lot Owner may cast his vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of this Association. Every proxy may be revoked at any time before it is voted either by written notice filed with the Secretary or by oral notice given by the Lot Owner to the Association officer presiding at the meeting, and in any event, shall cease upon conveyance of the Lot to which it appertains. No proxy shall be effective for more than 180 days following its issuance.

SECTION THREE. Quorum. Lot Owners holding 51 percent of the total votes of the Association, present in person or represented by proxy, shall constitute a quorum at all meetings of the Lot Owners for the transaction of business.

SECTION FOUR. 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 Articles, the Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

## ARTICLE VI

### MEETINGS OF MEMBERS

SECTION ONE. Place. All meetings of the Lot Owners shall be held at a place in Dane County, Wisconsin, which shall be stated in the notice of the meeting.

SECTION TWO. Annual Meeting. The first annual meeting of the Lot Owners shall be held on January 16, 1996. Thereafter, regular annual meetings of the Lot Owners shall be held on the third Tuesday of January of each succeeding year.

SECTION THREE. Special Meetings. Special meetings of the Lot Owners may be called at any time by the President of the Association and shall be called by the President or Secretary upon the written request of Lot Owners holding at least 25 percent of the votes of the entire membership. Business transacted at special meetings shall be limited to the subjects stated in the notice of such meeting.

SECTION FOUR. Notice of Meetings. No annual or special meeting of the Lot Owners may be held except upon at least ten days' prior written notice delivered or mailed by the Secretary to each Lot Owner at the address shown on the Association's current roster. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required if all Lot Owners sign waivers of notice of a meeting and/or are in attendance at a meeting.

SECTION FIVE. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the 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 an 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.

SECTION SIX. Order of Business. The order of business at all meetings of the Lot Owners shall be as follows:

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

SECTION EIGHT. Action Without a Meeting. Any action required or permitted by any provision of the Articles of Incorporation or these Bylaws to be taken by a vote of the Lot Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all Lot Owners who would have been entitled to vote upon the action at such a meeting.

## ARTICLE VII

### BOARD OF DIRECTORS

SECTION ONE. Number of Directors. The affairs of the Association shall be managed by a Board of Directors composed of three directors.

SECTION TWO. Term of office. The initial Board of Directors shall serve until the first annual meeting of the Lot Owners as provided in Section Two of Article VI of these Bylaws. Thereafter, each director shall take office at the

annual meeting and shall serve for a term of one year or until his successor is duly elected and qualified.

SECTION THREE. Election of Directors. Nominations for the Board of Directors may be mailed to the Secretary prior to the annual meeting or may be made from the floor by Lot Owners in attendance at the annual meeting. Lot owners must obtain the prior consent of any person they nominate and may nominate themselves. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors and shall take office at the annual meeting. If the number of nominees is less than the number of directors to be elected, further nominees shall be solicited at the annual meeting. If the number of nominees exceeds the directors to be elected, an election shall be held at the annual meeting. Each Lot Owner, or his proxy, shall be entitled to cast the number of votes equal to the number of members to be elected to the board and the persons receiving the largest number of votes shall be elected as directors. A Lot Owner may cast all of his votes for one candidate or each vote for a different candidate, as he chooses. The election shall be by written ballot. X

SECTION FOUR. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification or removal from office, the remaining directors shall choose a successor who shall hold office for the remainder of the term.

SECTION FIVE. Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Lot Owners.

SECTION SIX. Compensation. No director shall receive any compensation for his services as director of the Association other than reimbursement for out-of-pocket expenses incurred in the performance of his duties as director.

## ARTICLE VIII

### MEETINGS OF THE BOARD OF DIRECTORS

SECTION ONE. Regular Meetings. The regular meeting of the Board of Directors shall be held annually following the annual meeting of the members of the Association at the same place as the members' meeting or at such other place as the Board of Directors may determine. Advance written notice of regular annual meetings shall not be required.

SECTION TWO. 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.

SECTION THREE. Notice of Special Meetings. Special meetings of the Board of Directors shall require at least three days' prior written notice delivered or mailed by the Secretary to each member of the Board of Directors. The notice

shall specify the place, day and hour of the meeting of the Board of Directors and may designate the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of notice. Prior notice of a meeting may also be waived in writing.

SECTION FOUR. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Nonstock Corporation Law, the Articles of Incorporation or these Bylaws, every act of a majority 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 shall be present. At an adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting originally called. ) \*

SECTION FIVE. 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) Calling the roll of directors
- (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
- (i) Adjournment

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

## ARTICLE IX

### POWERS AND DUTIES OF BOARD OF DIRECTORS

SECTION ONE. Powers and Duties. All of the powers and duties of the Association under the Articles, these Bylaws 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 the Lot Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Propose budgets for revenues, expenditures and reserves.

(b) Establish, levy, assess and collect maintenance assessments against Lot Owners, and disburse funds in payment of the Association's expenses.

(c) Manage, maintain, repair, replace, improve, operate, regulate and cause improvements to be made to the Association Property.

(d) Grant easements under, through or over the Association Property.

(e) Employ, supervise and dismiss any managers, managing agents, agents, employees, attorneys, accountants, independent contractors or any other personnel who perform services for the Association.

(f) Make contracts and incur liabilities on behalf of the Association.

(g) Adopt and amend rules and regulations governing the operation, maintenance and use of the Association Property and the personal conduct of any Person upon or with regard to same, including the imposition of penalties for infractions of the rules and regulations of the Association.

(h) Insure the Association Property against casualty losses and the Association and Lot Owners against public liability, and purchase such other insurance or bonds as the Board of Directors may deem advisable.

(i) Keep all of the books and records and prepare accurate reports of all transactions of the Association.

(j) Appoint committees, including the Architectural Control Committee, to carry out any tasks which the Board of Directors deems necessary or appropriate.

(k) Designate depositories, 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.

**SECTION TWO. Limitations on Power.** No single improvement, repair, purchase, or other expenditure which will cost the Association in excess of \$1,000 shall be made by the Board of Directors, and no single indebtedness in excess of \$1,000 shall be incurred by the Board of Directors, unless the same shall have been approved by 75 percent of the Lot Owners, provided the Board of Directors need not

obtain Lot Owner approval if the expenditure was specifically included in the budget then in effect or if the same was approved by a majority of Lot Owners in attendance at a members meeting. Any improvements, repairs, purchases or other expenditures costing \$1,000 or less may be undertaken, and any single indebtedness of \$1,000 or less may be incurred by the Board of Directors without the prior approval of the Lot Owners.

## ARTICLE X

### OFFICERS AND THEIR DUTIES

SECTION ONE. Officers. The principal officers of the Association shall be President, Vice President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. Any two offices, except a combination of the offices of President and Secretary, or President and Vice President, may be held by the same person.

SECTION TWO. 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. The officers shall be chosen by a majority vote of the Directors.

SECTION THREE. Term. The officers of the Association shall hold office for one-year terms or until their successors are duly elected and qualified.

SECTION FOUR. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall have such authority, and perform such duties as the Board may from time to time determine.

SECTION FIVE. 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.

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

SECTION SEVEN. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article IX, 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's 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; and supervise and direct all other officers of the Association.

(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 exercise and discharge such other duties as may be required by the Board of Directors.

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

SECTION EIGHT. Compensation. No officer shall receive any compensation for his services as officer of the Association, other than reimbursement for out-of-pocket expenses incurred in the performance of his duties as an officer.

## ARTICLE XI

### BOOKS AND RECORDS

SECTION ONE. Inspection. The books, records, minutes and financial statements of the Association shall at all times during normal business hours be subject to inspection by any Lot Owner. The Articles and the Bylaws of the Association shall also be available during normal business hours for inspection by any Lot Owner, or prospective Lot purchaser at the principal office of the Association, or at such other location designated by the Board of Directors, where copies shall be available for purchase at a reasonable cost.

SECTION TWO. Current Roster. Each Lot Owner shall furnish the Association with a current mailing address upon acquisition of the Lot and shall notify the Association of any change in name or address. The Secretary shall maintain all such information in the current roster of the Association.

SECTION THREE. Audits. The accounts and records of the Association may be audited by a certified public accountant or such other qualified independent auditor as may be selected and retained by the Board of Directors on behalf of the Association.

## ARTICLE XII

### BUDGET, MAINTENANCE, ASSESSMENTS AND ANNUAL REPORT

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

SECTION TWO. Budget. The Lot Owners shall adopt a projected annual operating budget for the Association by majority vote of those Lot Owners entitled to vote at the annual meeting of the Lot Owners. The budget shall be effective for the fiscal year in which adopted with a proportional share of the prior year's budget remaining in effect until the new budget is adopted. The budget shall include sufficient funds for the maintenance of the ponds, Outlot 2 and the Development's entrance sign easements (insurance, mowing, lighting, plant care, etc.), and for the necessary organizational and administrative expenses of the Association.

SECTION THREE. Levying and Payment of Maintenance Assessments. Based on the projected annual operating budget adopted by the Lot Owners, the Board of Directors shall levy maintenance assessments against the Lot Owners which shall be either equal in rate against the assessed value of each Lot (including improvements) or equal in amount against each Lot, at the option of the Board of Directors as it directs each year. On or before the last day of January of each year, the Secretary shall mail or deliver to each Lot Owner a copy of the annual operating budget adopted by the Lot Owners and shall designate the amount of the maintenance assessment payment due and payable by each Lot Owner on a specified due date which must be at least 30 days after the date of the notice. The maintenance assessments shall be mailed or delivered to the principal office of the Association or such other location or address designated by the Board of Directors and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

SECTION FOUR. Association Remedies Upon Nonpayment of Assessments. Any maintenance assessment not paid within 30 days of the date on which it is due shall bear interest at the rate of 12 percent per annum from the due date until paid in full. The Association may seek to collect any assessments not paid when due by filing a claim for a maintenance lien against the Lot on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Lot Owner personally obligated to pay the delinquent assessments. No Lot Owner may waive or otherwise escape liability for the maintenance assessments provided herein by nonuse or abandonment of a Lot.

SECTION FIVE. Annual Report. Each January the Board of Directors shall approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the previous year's expenses, any surpluses, and the maintenance assessments collected from each Lot Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Lot Owner prior to the third Tuesday in January.

### ARTICLE XIII

#### RULES AND REGULATIONS

The Board of Directors may adopt, amend or repeal, rules and regulations concerning the use, maintenance, and operation of the Association Property. Rules and regulations may also be adopted, amended, or repealed by the Lot Owners having 67 percent or more of the votes of the Association. Rules and regulations which are amended, adopted, or repealed by the Lot Owners may not thereafter be amended, repealed or readopted by the Board of Directors.

### ARTICLE XIV

#### ARCHITECTURAL CONTROL COMMITTEE

SECTION ONE. Composition. The Architectural Control Committee (hereinafter "Committee") shall consist of two persons selected by the Developer until the Developer relinquishes control of the Committee or no longer has any interest in any Lot in the Plat of Pheasant Point I, whichever is earlier and shall thereafter consist of three members selected by the Board of Directors of the Homeowners Association. A majority of the Committee may designate a representative to act on its behalf. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor until such time as the Board of Directors fills the vacancy.

SECTION TWO. Approval, Authority and Guidelines. No building shall be erected, placed or altered on any Lot until the construction plans and specifications, landscaping plan and site plan showing the building location and elevation, the septic system location and elevation, the elevation of adjacent structures and the Lot topography have been approved in writing by a majority of the Committee. No approval shall be granted if the proposed elevations and finished grades are not compatible with the street elevation and the finished grade of adjacent structures and Lots, if such adjacent structures have previously been approved or unless such grades are compatible with what the Committee deems to be the reasonably desirable grade level for the Lot in question. In reviewing all plans, the Committee shall pay particular attention to exterior elevations, location of chimneys, materials, colors, roof pitch and roofing material, soffits, fascia, siding

and landscaping. The standards set forth in recorded covenants and restrictions shall be adhered to in all design and construction, the Committee reserving the right to make such exceptions as it, in its discretion, deems necessary and proper.

SECTION THREE. Approval Procedure. The Committee's approval or disapproval shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove any plans, specifications or other matter requiring approval within 30 days after the Committee's receipt of the same, and, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and this requirement of this Article shall be deemed to have been complied with fully. The time limit for approval shall not be deemed to have commenced until all of the required information has been received by the Committee for review.

SECTION FOUR. Good Faith Duty. The Committee shall exercise its approval authority and discretion in good faith and shall be held harmless for any perceived discrepancies in its good-faith performance of its duties. The Committee shall not be responsible for inspecting any construction to ensure compliance with the approved plans.

## ARTICLE XV

### GENERAL PROVISIONS

SECTION ONE. Seal. The Association shall have no corporate seal.

SECTION TWO. Reports of Unpaid Maintenance Assessments to Purchasers. At the request of any prospective Lot purchaser, the Association shall within ten days of such request report to such person the amount of any due and unpaid maintenance assessments against the Lot being purchased.

SECTION THREE. Interpretation. These Bylaws are subject to all provisions of the Articles and The Wisconsin Nonstock Corporation Law, the latter of which shall control in the case of any conflict. In the event 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 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 Lot Owners.

SECTION FOUR. Construction. The masculine gender, as used herein, shall be deemed to include the feminine and the use of any term in the singular shall be deemed to include the plural, as is appropriate.

ARTICLE XVI

AMENDMENT

These Bylaws may be amended only with the assent of at least 67 percent of the votes of the Lot Owners.