

BY-LAWS OF FROSTWOOD VALLEY HOMEOWNERS ASSOCIATION, INC.

The following By-Laws apply to Frostwood Valley Condominium (“**Condominium**”), created by a Declaration of Condominium (“Declaration”) recorded as Document No. 6044168 and a Condominium Plat (“**Plat**”) recorded as Document No. 6044169 in the Office of the Register of Deeds for Dane County, Wisconsin. These By-Laws incorporate by reference the said Declaration and Plat, the Articles of Incorporation of Frostwood Valley Homeowners Association, Inc. and the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

The By-Laws are intended to provide the structure necessary for the operation and maintenance of the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of all persons authorized to use it, to establish the procedure for the levy and collection of assessments to finance the operations of the Association, and to permit Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

Capitalized terms not otherwise defined herein shall be as defined in the Declaration.

SECTION I NAME, FORM OF ADMINISTRATION AND ADDRESS

1.1 Name. The name of the Association is Frostwood Valley Homeowners Association, Inc. (the “**Association**”).

1.2 Form of Administration. The Association is incorporated as a Wisconsin non-stock corporation under Chapter 181, Wisconsin Statutes (2001-2002). Control of the Association, except as otherwise provided herein, is vested in a Board of Directors (“**Board**”) to be elected by the members in accordance with Section III hereof. The Manager, if one is retained by the Board of Directors, is responsible for implementation of the policy decisions of the Board and operates under its supervision and control. The Association shall have the right to act as a Master Association under section 703.155 of the Wisconsin Statutes, on behalf of the Association and any unrelated condominiums that delegate one or more of the powers enumerated in section 703.15 of the Wisconsin Statutes to the Master Association.

1.3 Address. The initial address of the Association and its principal office is 4601 Frey Street, Suite 400, Madison, WI 53705. The Association may have offices at such other places as the Board may from time to time determine or the Association may from time to time require.

SECTION II

MEMBERS, RIGHTS AND OBLIGATIONS, MEETINGS

2.1 Members. All Unit Owners, as defined in the Declaration by the fact of ownership of their Unit are members of the Association. As such, they are granted all rights and subject to all obligations of membership as created herein.

2.1.1 Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferor ceases to be a member of the Association and the transferee becomes a member. The Association shall maintain a roster of the names and addresses of all Unit Owners and upon conveyance or other transfer it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.

2.1.2 The Association shall also maintain a roster of holders of security interests in Units and shall provide such notices regarding the Unit encumbered and the Condominium as requested by a Unit mortgagee or as required by law. Unit Owners are responsible for providing the information necessary to keep this roster current.

2.2 Annual Meeting. The annual meeting of the Association shall be held on the first Monday of May of each year at 7:00 p.m. at a location selected by the Board. At the annual meeting, one (1) or more members of the Board may be elected by the members in accordance with the requirements of Section 3.2 of these Bylaws. The members may also transact such other business of the Association as may properly come before them.

2.3 Special Meetings. The President of the Association shall call a special meeting of the members if directed by the Board or upon a petition signed by a majority of the members and presented to the Secretary. Special meetings held upon a petition as provided herein shall be conducted within sixty (60) days of the date of receipt of the petition, unless the written request specifies a longer period. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the members present, either in person or by proxy.

2.4 Notice of Meeting. The Secretary of the Association shall give written notice of every meeting to every member at least ten (10) days before the date set for such meeting.

2.4.1 Content of Notice. The notice shall state whether the meeting is an annual or special meeting, the authority for the call of the meeting, the place, date, and hour of the meeting, and the purpose or question to be considered at the meeting.

2.4.2 Delivery of Notice. The notice shall be given by delivery of a copy to the member personally or by mailing the notice to the member at his/her address as it appears on the Association's roster, postage paid.

2.4.3 Failure to Receive Notice. If notice is given as provided hereunder, the failure of any member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting.

2.4.4 Holders of Security Interests. Upon written request to the Secretary of the Association, the holder of any recorded security interest in any Unit in the Condominium may obtain a copy of any notice permitted or required to be given by these By-Laws from the date of receipt of the request until such request is withdrawn or the security interest is discharged of record. Notice shall be given to all holders of security interests of proposed amendments to the Declarations.

2.5 Conduct of Meetings. The President or, in his or her absence, any member chosen by a majority of the members present, shall call meetings of the members to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any member to act as Secretary of the meeting.

2.6 Quorum. The presence of a majority of Unit Votes, as defined hereunder, whether in person or by proxy, constitutes a quorum for purposes of holding an Association meeting.

2.7 Voting.

2.7.1 The Association shall have two classes of voting membership as follows:

2.7.1.1 Class A. – Class A members shall be all Unit Owners, with the exception of the Declarant, as defined in the Declaration, and shall have one (1) vote for each Unit owned (“**Unit Vote**”).

2.7.1.1.1 When more than one person holds a property interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

2.7.1.1.2 A Unit Owner against whom the Association has recorded a statement of condominium lien on the person’s Unit who has not paid the amount necessary to release the lien at the time of a meeting shall not be permitted to vote at any meeting of the Association during the period of such time the amount remains unpaid.

2.7.1.2 Class B

2.7.1.2.1 The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Unit owned by Declarant, its successors or assigns. The Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events:

a. the conveyance of seventy-five percent (75%) of the Units to purchasers; or

b. Three (3) years from the date of recording the Declaration.

2.7.1.2.2 Rights of Declarant – Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the officers of the Association, and to exercise the powers and responsibilities otherwise assigned by the By-Laws to the Association or its officers. However, this control shall not extend for a period exceeding the earlier of:

a. thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers; or

b. Three (3) years from the date of recording of the Declaration.

2.7.2 Proxies. A member may give another person authority to represent him and vote on his behalf at meetings of the Association. Such proxy must be in writing, dated and signed by the member, and filed with the Secretary. Except for a proxy to a mortgagee or lessee of the Unit involved, no proxy is valid for more than 180 days after its date, however, a member may renew his proxy by filing a new proxy or a renewal of the existing proxy with the Secretary. A proxy may grant full or limited voting rights and may contain instructions, which shall be binding on the proxy holder.

2.7.3 Representatives. Any personal representative, executor or administrator of the estate of any member, or guardian or trustee for any member, may exercise such member's voting rights. Such person shall file an affidavit or other proof of his status with the Secretary.

2.7.4 Suspension. Voting rights may be suspended by vote of the Board in accordance with the Declaration and no person who is not on the Association's roster of Unit Owners may vote unless such person holds a proxy from one who appears on the roster.

2.7.5 Majority of Members.

2.7.5.1 The term "**Majority of Members**" shall mean those Members holding more than fifty percent (50%) of the Unit Votes to be cast on the particular matter to be voted upon.

2.7.5.2 A matter shall be deemed approved if approved by a majority of Members.

2.8 Unanimous Consent Without Meeting. Any action required or permitted by these By-Laws or any provision of law to be taken at a meeting of the Association, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members entitled to vote with respect to the subject matter thereof.

2.9 Adjournment. Any meeting of the Association may be adjourned from time to time and to such place and time as may be determined by a majority vote of those present, whether or not a quorum is present. No further announcement of the time or place of the adjourned meeting is required.

2.10 Order of Business. The order of business at all annual meetings shall be as follows:

- a. Roll Call.
- b. Proof of Notice of Hearing.
- c. Proof of Quorum.
- d. Reading of Minutes of Preceding Annual Meeting.
- e. Report of Officers.
- f. Report of Committees.
- g. Election of Board of Directors.
- h. Unfinished Business.
- i. New Business.
- j. Approval of Budget.
- k. Adjournment.

2.11 Reserved Rights. Election of directors, amendment of the By-Laws, borrowing funds greater than \$5,000.00 at any one time, acquiring or conveying any interest in real estate valued over \$5,000.00, final approval of the annual budget, and levying of special assessments are reserved to vote by the Members.

SECTION III

BOARD OF DIRECTORS

3.1 Number and Qualification. The affairs of the Association shall be governed by a Board composed of at least three (3) persons. All persons serving on the Board must be Unit Owners, except as provided in section 3.2 hereunder.

3.2 Election. The Board is elected at the annual meeting of the Association. Notwithstanding any provision set forth in these By-Laws to the contrary, Declarant shall designate the initial Board, consisting of three (3) persons ("**Directors**"), who need not be Unit Owners and who shall have all of the rights and powers reserved to the Board under these By-Laws. Such members of the Board, or successors to any of them as designated by Declarant shall continue to be designated by Declarant and serve while Declarant maintains control of the Association under these By-Laws or until Declarant voluntarily relinquishes control of the Association to the Unit Owners. Notwithstanding the foregoing or anything else set forth herein, prior to the conveyance of twenty-five (25%) percent of the common element interest to Purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least 25% of the directors of the Board. Prior to the conveyance of fifty (50%) percent of the common element interest to Purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least thirty-three and one third (33.33%) percent of the directors of the Board. The calculation of the percentage of common element interest conveyed

to Purchasers shall be based on the percentage of undivided interest appertaining to each Unit which has been conveyed assuming that all of the Units to be completed are included in the Condominium. Not later than forty-five (45) days after the expiration of any period of Declarant control, the Association shall hold a meeting and the Unit Owners shall elect a Board of Directors of at least three (3) directors and officers of the Association. The directors and officers shall take office upon election.

3.2.1 Elections of Directors shall be staggered so that only one Director is replaced each year. The candidate receiving the greatest number of votes from among the candidates running for the available board position(s) shall be elected, notwithstanding that they do not receive a majority of the votes cast.

3.3 Term of Office. For the purpose of meeting the requirements of Section 3.2.1, the terms of the initial Directors shall be 1, 2 and 3 years respectively. Thereafter, the term of office for each Director shall be one year. Directors shall hold office until their successors are elected and qualified. A Director may resign at any time by filing his or her written resignation with the Secretary of the Association.

3.4 Vacancies. Vacancies on the Board caused by any reason shall be filled by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected serves as a Director until a successor is elected at the next annual meeting.

3.5 Removal of Directors. At any regular or special meeting of the members duly called, any one (1) or more of the Directors elected by the members may be removed with or without cause by majority vote of the members and a successor elected by the members to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

3.6 Compensation. No compensation shall be paid to Directors for their services as officers or directors at any time except by specific resolution of the members.

3.7 Reimbursement of Expenses. Directors shall be entitled to reimbursement of all expenses relating to their activities as Directors.

3.8 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association. No notice is necessary to newly-elected directors in order legally to constitute such meeting, provided that a quorum of the Directors is present.

3.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, email, telephone or facsimile at the address shown on the Association's roster at least three (3) days prior to the day named for each meeting.

3.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, email, telephone or facsimile at the address shown on the Association's roster, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) or more Directors.

3.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall also be deemed a waiver of notice, except where such Director attends because the meeting is not lawfully called or convened. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

3.13 Open Meetings. Any Unit Owner may attend any annual, regular or special meeting of the Board.

3.14 Committees. The Board may by resolution designate one or more committees, each committee to include one or more member selected by the Board, which to the extent provided in said resolution as initially adopted, and thereafter amended, shall have and may exercise the powers of the Board in the management of the business and affairs of the Condominium. The Board may elect one or more of its members to alternate membership on any such committee and such alternate members may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting.

3.15 Powers and Duties. The Board shall have the following powers:

3.15.1 Make and enforce (including enforcement through the establishment of a system of fines), rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Units and Common Elements.

3.15.2 Make and collect assessments from the Members in accordance with these Bylaws and the Declaration or for such other purposes as fall within the responsibility of the Association and general powers of the Board.

3.15.3 Collect all sums assessed by the Association but unpaid for the share of common expenses chargeable to any Unit and assess liens against the Owners of said units in accordance with the Declarations.

3.15.4 Execute contracts on behalf of the Association, employ necessary personnel and carry out all functions and purposes necessary for the operation of the Association.

3.15.5 Satisfy all liens against the Association and pay necessary expenses connected therewith.

3.15.6 Employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including, but not limited to, the duties listed in this section.

3.15.7 Provide for the care, operation management, maintenance and repair of the Common Elements pursuant to the Declaration. If the Association fails to maintain the Common Elements in a manner generally consistent with the Declarations, the City of Madison may, but is not obligated to, take over maintenance and specially assess each Member's unit.

3.15.8 Maintain entry signs and landscaping therefore as provided in the Declaration.

3.15.9 Purchase, take, receive, lease or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium. The Board of Directors may sell, convey, borrow monies, mortgage, encumber, lease, exchange, transfer or otherwise dispose of any interest in real or personal property, including any unit in the condominium, EXCEPT however, no single improvement, repair, purchase, single indebtedness, or other expenditure which will cost the Association in excess of \$5,000.00 shall be made or incurred by the Board of Directors, unless the same shall have been approved by a majority of the votes of the Unit Owners voting at any annual meeting or special meeting called for that purpose.

3.15.10 Perform such other functions as are required by law, or which may be necessary or desirable to fulfill its duties obligations, rights or privileges unless specifically reserved to the members.

3.16 Conduct of Meeting. The President and, in the President's absence, any Director chosen by the Directors present shall call meetings of the Board to order and shall act as the Chairperson of such meetings. The Chairperson may appoint any Director or other person to act as Secretary of the meeting.

3.17 Unanimous Consent Without Meeting. Any action required or permitted by the Articles or Bylaws or any provision of law to be taken by the Board at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all the Directors then in office.

3.18 Telephonic Meetings. Any action required or permitted by the Articles or By-Laws or any provision of law to be taken by the Board at a meeting may be taken through the use of any means of communication by which (a) all participating Directors may simultaneously hear each other during the meeting or (b) all communication during the meeting is immediately transmitted to each participating Director and each participating Director is able to immediately send messages to all other participating Directors.

SECTION IV OFFICERS

4.1 Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer (“**Officers**”) and such other officers as in the judgment of the Board may be necessary. Any two (2) or more offices may be held by the same person, except for the offices of President and Secretary or President and Vice President.

4.2 Election of Officers. All Officers shall be elected by the Board at its annual meeting. Officers shall hold office until their successors are duly elected and qualified. An officer may serve consecutive terms in the same office.

4.3 Term. The Officers of the Association shall hold office for a term of one year.

4.4 Removal or Resignation of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. Any officer may resign at any time by filing a written resignation with the Secretary of the Association.

4.5 Vacancies. A vacancy in any office, by resignation or for any other reason, shall be filled by the Board for the unexpired portion of the term.

4.6 President. The President shall be the principal officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the members from time to time as appropriate to assist in the conduct of the affairs of the Association. The President shall sign and/or countersign all bank checks or orders (or delegate the signing of such documents to subordinates under his or her direction and control) and shall execute, in the name of the Association, other significant documents and papers concerning the business of the Association.

4.7 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties imposed by the Board from time to time.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have charge of such books and papers as the Board directs and causes all notices required by these By-Laws to be given. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board. The Secretary shall perform such additional duties connected with the operation of the Association, or delegated by the Declaration, the President or the Board.

4.9 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer causes appropriate notices relating to Common Expenses of the Condominium to be given and supervises the collection of amounts due the Condominium. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association. The Treasurer shall have such other powers and duties as may be delegated by the Declaration, the President or the Board.

SECTION V ASSESSMENTS

5.1 Common Expenses. All expenditures for the operation, maintenance, repair and restoration of the Common Elements and for the operation of the Association are Common Expenses to be shared by the Unit Owners, as set forth in the Declaration.

5.2 Regular Assessments. Regular Assessments are those based upon the annual budget of the Condominium adopted by the Board and approved by the members.

5.2.1 Budget. The budget for the forthcoming year shall be adopted by the Board and distributed with the notice of the annual meeting of members. The members may approve or disapprove the budget in whole but may not amend it. If disapproved, the budget shall be returned to the Board for further consideration and a special meeting of the members called to approve it before the beginning of the fiscal year. The budget shall include funding for a reserve fund to pay for nonrecurring operating contingencies.

5.2.2 Assessments. Once the budget is adopted, the Manager, if one is hired, or alternatively the Treasurer, shall allocate to the Units their proportionate share of the assessments based upon their percentage interest set forth in the Declaration and give notice of the amount due from each Unit Owner which shall be expressed both as an annual amount and in twelve (12) equal monthly installments. The monthly installments are delinquent if not paid before the fifth (5th) day of each month.

5.3 Special Assessments. If unbudgeted expenses for which no reserve has been created are incurred, the members shall hold a special meeting to levy a special assessment to pay these expenses. The special assessment may be in such amount, due and payable at such time and on such terms as the members determine.

5.4 Collection. The Association has all powers given by law, the Declaration or these By-Laws to effect collection of the assessments hereunder.

SECTION VI ACCOUNTS; FINANCES

6.1 Accounts. The Association shall maintain such books and records and establish such financial accounts as required by law and as may be necessary to accurately reflect the condition and actions of the Association. Such books and records are open to inspection by all Unit Owners.

6.2 Audit. The Board shall establish an Audit Committee, containing at least one Unit Owner who is not a Director, to audit the accounts of the Association.

SECTION VII LIABILITY OF DIRECTORS AND OFFICERS

7.1 Exculpation. No Director or Officer of the Association, in his/her capacity as Director or Officer, rather than solely as a Unit Owner, is liable for acts or defaults of any other Director, Officer or Unit Owner or from any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence. Nothing contained in this section exempts such Director or Officer from the liabilities and obligations of Unit Owners as provided by these By-Laws.

7.2 Indemnity of Directors and Officers.

7.2.1 Every person who is or was a Director or Officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all reasonable loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or Officer, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such Director or Officer. In the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of his/her duties as a Director or Officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

7.2.2 All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a common expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any member who is or has been an employee, Director or Officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to status only as a member of the Association.

SECTION VIII FISCAL YEAR

8.01 Fiscal Year. The fiscal year of the Association shall be the calendar year.

SECTION IX AMENDMENT

9.01 Amendment. Except as otherwise provided herein, these By-Laws may be amended from time to time for affirmative vote of at least two-thirds (2/3) of the total Unit Votes, at a meeting duly called for the purpose. Any portion of these By-Laws that merely reflect or give priority to the Declaration may not be amended unless the Declaration is similarly amended.

SECTION X INTERPRETATION

10.1 Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

10.2 Caption. The captions herein are inserted only as a matter of convenience and for reference, and in no way define limit or describe the scope of these By-Laws, or the intent of any provision thereof.

10.3 Gender & Number. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

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