

WIND MEADOWS CORPORATION

RESTATED BYLAWS

JANUARY 23, 2007

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January 23, 2007
**Restated Bylaws of
Wind Meadows Corporation**

**ARTICLE I
Definitions**

The following terms when used in these Restated Bylaws shall have the meaning set forth:

Section 1.

"Board" shall mean the Board of Directors of the Wind Meadows Corporation.

Section 2.

"Corporation" shall mean Wind Meadows Corporation, a Wisconsin non-stock corporation.

Section 3.

"Declaration" shall mean the Restated Declaration of Conditions, Covenant, Restrictions and Easements regarding Wind Meadows on record with the Register of Deeds for Racine County, Wisconsin, in Volume 1286 of records at page 470, as Document No. 964621.

Section 4.

"Developer" shall mean Johnson Wax Development Corporation or its successor and assigns.

Section 5.

(Amended Date 1/23/07) "Lessee" shall mean any person leasing a residence in Wind Meadows under a written lease to whomever and on whatever terms and conditions as the Lessor (homeowner) and Lessee so desire, except that the residence may be leased only once per calendar year to a new Lessee, and provided Wind Meadows Corporation is given the permanent address of the Lessor and further provided that the lease specifically obligates the Lessee to abide by the Restated Declaration, these Bylaws and Guidelines, Rules and Regulations. Where more than one person occupies a unit under lease, the term "Lessee" shall apply jointly or severally. Renewal of any existing lease shall be governed by this amended Bylaw. Subletting is not permitted.

Section 6.

"Lot" shall mean and refer to any plot of land shown upon any recorded plat of land within Wind Meadows except the outlots.

Section 7.

"Member" shall mean anyone entitled to membership in the Corporation as described in Article III.

Section 8.

"Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any residential lots including contract vendees, but excluding contract vendors and those having such interest merely as security for a mortgage or other performance of an obligation.

Section 9.

"Outlots" shall mean those certain lots designated as outlots on the final plats of the lands within Wind Meadows which have been or will be recorded with the Register of Deeds of Racine County, Wisconsin.

Section 10.

"Parcel Service Area" shall mean those portions of Wind Meadows, including residential lots and outlots, restricted for the use and enjoyment of less than all residents in Wind Meadows as defined and described in the Declaration, the Declaration of Conditions, Covenant, Restrictions, and the Open Space Easements: Courts, Meadows and Woods for the sub-divisions platted within Wind Meadows.

Section 11.

"Residential Lot" shall mean in the case of single-family attached and detached lots, each platted lot. In the case of lots designed for multiple family uses, the owner of a residential unit on such lot shall, for the purposes of these Bylaws, be deemed to own one residential lot for each residential unit owned.

Section 12.

"Residential Unit" shall mean a completed individual family dwelling place.

Section 13.

"Rules and Regulations" shall mean and refer to the document or documents containing rules and regulations and policies adopted by the Board as same may be from time to time amended.

Section 14.

"Single Family Detached Parcel Service Area" shall mean a parcel service area containing only single-family detached homes.

Section 15.

"Wind Meadows" shall mean the Wind Meadows Planned Community Development Subdivision, a subdivision of a part of Sections 27 and 28, Township 4 North, Range 23 East, in the Village of Wind Point, Racine County, Wisconsin, together with such real property as may be added thereto by the Developer with the consent of the Village of Wind Point.

Section 16.

"Village Board" shall mean the Board of Trustees of the Village of Wind Point.

Section 17.

"Parcel Service Area I" shall mean all Patio House courts platted within that portion of Wind Meadows located North of the Southernmost boundary of the Wind Meadows Private Community Center site extended in a Westerly direction to North Main Street, East of North Main Street, West of Meadow Lake and South of an East-West line running Easterly from North Main Street and located parallel to and 1,796 feet North of the center line of the Three Mile Road.

Section 18.

"Parcel Service Area II" shall mean Patio Courts platted in the portion of Wind Meadows located north of an East-West line running parallel to and 1,796 feet North of the center line of Three Mile Road, East of Main Street, West of the West Boundaries of Lots 23 and 24 in Meadow Lake Addition Number One to Wind Meadows according to the Plat thereof recorded with the Register of Deeds of Racine County in Volume 30 of Plats at pages 10 to 13 and South of an East-West line running parallel and 2,617 feet North of the center line of Three Mile Road.

Section 19.

"Parcel Service Area III" shall mean all Manor Houses platted and developed within Lots 23 and 24 in Meadows Lake Addition Number One to Wind Meadows according to the plat thereof recorded with the Register of Deeds in Volume 30 of Plats at page 10, excepting there from the following described property:

Begin at the most Southerly corner of said Lot 24; thence Northerly 138.89 feet along the arc of a curve to the right having a radius of 165.37 feet and a long chord North 23° 59'37" West, 134.84 feet; thence North 0° 04'00" East, 163.50 feet; thence North 51° 24'00" East, 106.93 feet; thence South 38° 26'00" East, 231.99 feet to a point of curvature; thence Southwesterly 234.13 feet along the arc of a curve to the left having a radius of 461.16 feet, and a long chord South 46° 02'24.5" West, 231.62 feet; thence South 31° 29'45" West, 13.26 feet to the point of beginning.

Section 20.

"Parcel Service Area IV" shall mean that portion of Wind Meadows located East of Main Street, West of Meadow Lake and the centerline of its outflow, North of Deepwood and Campus Drives and South of the Northern boundary of Wind Meadows and the Southern boundary of the S. C. Johnson and Son, Inc., Inc. Biology Center property.

Section 21.

"Parcel Service Area VI" shall mean all Village House Courts platted and developed within that portion of Wind Meadows located in the Southeast 1/4 of the Southeast 1/4 of Section 28, Town 4 North, Range 23 East, Village of Wind Point, Racine County, Wisconsin.

Section 22.

"Parcel Service Area VII" shall mean the outlots and platted single family detached residential lots ("Owners") within that portion of Wind Meadows located East of Lake Meadow and the center line of its outflow, North and East of the Prairie School property, South of the Northern boundary of Wind Meadows and West of Lighthouse Drive.

Section 23.

(Amended Date 1/27/04) "Parcel Service Area VIII" shall mean all Prairie Meadow House Courts platted and developed within that portion of Wind Meadows located in that part of the Southeast ¼ of Section 28, Township 4 North, Range 23 East, in the Village of Wind Point, Racine County, Wisconsin, described as follows: Commence at the Northeast corner of Certified Survey Map No. 2360, a recorded map; run thence S88°36'32"W 171.50 feet along the North line of said Certified Survey Map to the point of beginning of this description; run then S88°36'32"W 336.07 feet along said North line to the Easterly right-of-way of North Main Street as laid out; thence N00°24'43"W 427.99 feet along said East line to the South line of Campus Drive as laid out; thence N89°24'11"E 200.00 feet along said South line to the point of curvature of a curve of southeasterly convexity whose radius is 967.46 feet and whose chord bears N85°00'49"E 148.08 feet; thence Easterly 148.23 feet along the arc of said curve to the Westerly lines of Village Homes South-East and Village Homes North-East of Wind Meadows Planned Community Development Subdivision, recorded plats; then S00°41'44"E 115.51 feet along said Westerly lines; thence S08°53'59"E 24.75 feet along said Westerly lines; thence S00°41'44"E 117.38 feet along said West line; thence S02°24'37"W 42.08 feet; thence S71°31'16"W 15.75 feet; thence S00°41'44"E 130.43 feet to the point of beginning. Containing 3.391 acres.

ARTICLE II

Section 1. Name and Location.

The name of the Corporation is Wind Meadows Corporation, a Wisconsin non-stock corporation. The principal office of the Corporation shall be located at 101 Bayfield Drive, Racine, Wisconsin, 53402. The registered office of the Corporation shall be located at 101 Bayfield Drive, Racine, Wisconsin, 53402.

Section 2. Other Locations.

The Corporation may also have offices at such other locations as the Board may from time to time determine and as the business of the Corporation may require.

ARTICLE III

Section 1. Privilege of Membership.

A membership in the Corporation shall attach to and derive from the existence of an ownership interest in a Residential Lot or Unit in Wind Meadows and from the right of certain non-residents of Wind Meadows to the use and enjoyment of the Wind Meadows Leisure Center land and facilities arising from their application for membership in the Corporation and the acceptance of such membership application by the Board.

Each membership represents one interest, regardless of the number of parties participating in the interest.

The following shall be members of the Corporation:

- (a). Each owner of a Residential Lot in Wind Meadows who purchased that lot after October 1, 1975;
- (b). Each owner of a Residential Lot in Wind Meadows who purchased that Residential Lot prior to October 1, 1975, and who subsequently submits a written request for membership to the Board of Directors of the Corporation;
- (c). The Developer until such time as it sells the remaining Village Home Units, and Single Family Lots presently shown on the approved site plans for Wind Meadows, at which time its membership shall automatically terminate unless the Developer earlier resigns as a member;
- (d). Residents of the Village of Wind Point who are not residents of Wind Meadows shall become members of the Corporation upon (i) application to the board (ii) upon payment of such fees and compliance with such requirement as shall from time to time be established by the Board.

Section 2. Right to Resign.

No member, other than those described in Sections 1(c) and 1(d) shall have the right to resign his or her membership.

Section 3. Use of Facilities.

The following persons shall be entitled to use the facilities of the Corporation subject to all the recorded documents affecting such facilities, the payment of use fees as the Board may establish, and compliance with such rules and regulations as the Board may establish from time to time:

- (a). Members of the Corporation resident in a residential unit in Wind Meadows;
- (b). Lessee of a Residential Unit who occupy such Unit;
- (c). Non-resident members who are residents of the Village of Wind Point who have paid all fees established by the Board, and who have met all other membership requirements established by the Board;
- (d). Members of the Corporation by virtue of ownership of a residential unit in Wind Meadows who do not reside in such unit, but whose unit is not leased to a third party; and
- (e). Owners of single-family lots who intend to occupy the residential unit to be located on such single-family lot because construction of such residential unit has not been completed.

Members shall be eligible to serve on committees established by the Board for the purpose of advising on or assisting in the carrying out of purposes of the Corporation. Members shall be eligible for election as directors of the Corporation under the procedure described in Article V hereof.

ARTICLE IV

Section 1. Voting Rights.

The members of the Corporation shall have the following voting rights in elections under Article V and any other matters to be voted upon by members as provided in these Bylaws:

Residential Lot Owners - one vote for each residential lot owned;

Residential Unit Owners - one vote for each residential unit owned and occupied by the owner;

Wind Point Resident Members - one vote for each membership

Section 2. Proxy Vote.

Each member may vote in person or proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease after one year.

ARTICLE V Board of Directors

Section 1. Number and Composition.

(Amended Date 1/27/04) The affairs of the Corporation shall be managed by a Board of ten (10) Directors. The Directors shall meet the qualifications set forth in Article V, Section 3(a), below, shall be elected as provided in Article V, Section 3(c), below, and shall represent Parcel Service Areas as follows:

Parcel Service Area I	2	Directors
Parcel Service Area II	1	"
Parcel Service Area III	1	"
Parcel Service Area IV	3	"
Parcel Service Area VI	1	"
Parcel Service Area VII	1	"
Parcel Service Area VIII	1	"

Section 2. Director Nominated by Developer.

The interim Director to be nominated by the Developer, as provided in Article V, Section 3(a)(6), below, shall be approved by the Board, such approval may not be unreasonably withheld by the Board.

Section 3. Qualifications, Term and Method of Election.

(a). Qualifications for Directors.

- (1). Parcel Service Area I Directors: Such person shall own a Patio Home in Parcel Service Area I and be a member of the Corporation;
- (2). Parcel Service Area II Director: Such person shall own a Patio Home in Parcel Service Area II and be a member of the Corporation;
- (3). Parcel Service Area III Director: Such person shall own a Manor Home in Parcel Service Area III and be a member of the Corporation;
- (4). Parcel Service Area IV Directors: Such person shall own a Single Family Lot in Parcel Service Area IV and be members of the Corporation;
- (5). Parcel Service Area VI Director: Such person shall own a Village Home in Parcel Service Area VI and be a member of the Corporation;
- (6). Parcel Service Area VII Director: Such person shall own a Single Family Lot in Parcel Service Area VII and be a member of the Corporation; provided, however, that this Director for the term commencing January 1, 1984, only, shall be nominated by the Developer and approved by the Board and shall, thereafter be elected as provided in these Bylaws.
- (7). (Amended Date 1/27/04) Parcel Service Area VIII Director: Such person shall own a Prairie Meadow House in Parcel Service Area VIII and be a member of the Corporation.

(b). Terms of Directors.

- (1). Commencing January 1, 1984, the following Parcel Service Area's will elect directors for one year, with terms ending December 31, 1984. Thereafter, their replacements will be elected for two-year terms, commencing the first day of odd-numbered years and ending on December 31 of the following even-numbered year.
 - (i). 1 Director from Parcel Service Area I;
 - (ii). 1 Director from Parcel Service Area II;
 - (iii). 1 Director from Parcel Service Area IV;
 - (iv). 1 Director from Parcel Service Area VI; and
 - (v). 1 Director from Parcel Service Area VII;

- (2). Commencing January 1, 1984, the following Parcel Service Area's will elect directors for two years, with terms ending December 31, 1985. Thereafter, their replacements will be elected for two-year terms, commencing the first day of even-numbered years and ending on December 31 of the following odd-numbered year.
 - (i). 1 Director from Parcel Service Area I;
 - (ii). 1 Director from Parcel Service Area III; and
 - (iii). 2 Directors from Parcel Service Area IV.
 - (3). (Amended Date 1/27/04) Commencing January 1, 2005, Parcel Service Area VIII will elect a director for two years, with a term ending December 31, 2006. Thereafter, the replacement will be elected for two-year terms, commencing the first day of odd-numbered years and ending on December 31 of the following even-numbered year.
- (c). Method of Election of the Directors.
- (1). Candidates for nomination who meet the qualifications set forth in Article V, Section 3(a), above, shall file a petition of candidacy, signed by not less than five (5) members residing within the Parcel Service Area which such person qualifies to represent, with the Elections Committee at least (3) three weeks before the date set by the Elections Committee for elections. The Elections Committee shall provide all members within the Parcel Service Area with the names of all bona fide candidates not less than ten (10) days before the election date. Elections shall be held either in December at the annual meeting or at a special meeting as provided in Article VI, Section 2.
 - (2). Ballots showing all nominees within each election Area or Areas shall be distributed by the Elections Committee to all members eligible to vote in each Area for voting. The ballots shall be returned by the members in sealed envelopes to a recipient designated by the Elections Committee on or before the election date designated by the Elections Committee. The recipient shall hold all returned ballots unopened.
 - (3). After 6:00 p.m. on the election date set for return, the ballots shall be opened and counted by the Elections Committee. The Elections Committee in its discretion shall determine the method of disposition of disputed ballots. Within ten (10) days after the election, the Elections Committee shall certify to the Corporation's Board of Directors the name of the candidate for each Directorship receiving the highest number of votes.

Section 4. Resignation and Removal.

The unexcused absence of a director from three consecutive regular meetings of the Board shall be deemed a resignation.

Section 5. Vacancies.

In the event of death or resignation of a director, his successor shall be appointed from the previously represented Parcel Service Area by the remaining directors and shall serve for the unexpired term of his predecessor. The vacancy of the director appointed by the Developer shall be nominated by the Developer and approved by the Board.

Section 6. Compensation.

The directors shall not be entitled to compensation.

**ARTICLE VI
Meetings of Directors**

Section 1. Regular Meetings.

Regular meetings of the Board may be held without notice, at such place and time as may be fixed from time to time by resolution of the Board. The last regular meeting of the Board in each fiscal year shall be the Annual Meeting of the Board.

Section 2. Special Meetings.

Special meetings of the Board may be held when called by the President, or by any two Directors, after oral or written notice delivered personally or mailed to each Director at his or her business address or home at least forty-eight (48) hours previous thereto. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting and objects at the meeting to the transaction of any business because the meeting is not lawfully called or convened. The notice need not state the matters to be discussed at the special meeting.

Section 3. Quorum.

A majority of all the Directors shall constitute a quorum for the transaction of business. A majority vote of the Directors present at a meeting shall, unless otherwise provided in these Bylaws, approve any action taken by the Board.

Section 4. Executive Sessions.

All meetings of the Board shall be open to members of the Corporation except the President may call the Board into executive closed sessions at which the action taken need only be recorded in the minutes.

Section 5. Consent Action.

The Board may act by consent as provided in paragraph 181.72 of the Wisconsin Statutes.

Section 6. Location of Meetings.

Meetings of the Board shall be held at the Wind Meadows Leisure Center or at some other convenient place in the Village of Wind Point or the City of Racine.

**ARTICLE VII
Meetings of Members**

Section 1. Annual Meeting.

The annual meeting of the members shall be held in each year on a date in December and at a time and place set by the President and designated in the written notice of said meeting given pursuant to Section 4, or at such other time and date within thirty (30) days before or after said date as may be fixed by or under the authority of the Board of Directors.

Section 2. Special Meeting.

Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by either the President or the Board of Directors, or by not less than 15 members of the Corporation entitled to vote at the meeting.

Section 3. Place of Meeting.

The Board of Directors may designate any place, either within or without the Village of Wind Point, Wisconsin, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or without the Village of Wind Point, Wisconsin, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of the meeting shall be the Wind Meadows Leisure Center or such other suitable place in the county of such principal office as may be designated by the person calling such meeting, but any meeting may be adjourned to reconvene at any place designated by vote of a majority of the members represented thereat.

Section 4. Notice of Meeting.

Written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than forty-eight (48) hours nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or other office or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her address as it appears on the Secretary's Records, with postage thereon prepaid.

Section 5. Closing of Books or Fixing of Record Date.

For the purpose of determining members entitled to notice of or to vote at any meeting of the members or any adjournment thereof, or in order to make a determination of members for any other purpose, the stated period but not to exceed, in any case, five (5) days. If the books shall be closed for the purpose of determining members entitled to notice or to vote at a meeting of members, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the books, the Board of Directors may fix in advance a date as the record date for any such determination of members.

Section 6. Voting Lists.

The Secretary of the Corporation shall, before each meeting of members, make a complete list of members entitled to vote at such meeting, or any adjournment thereof, which list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting for the purposes of the meeting. Failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

Section 7. Quorum.

Except as otherwise provided in the Articles of Incorporation, ten (10) members, represented in person or by proxy, shall constitute a quorum at a meeting of members. If a quorum is present, the affirmative vote of the majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members unless the vote of a greater number is required by law or by these Bylaws. Though less than a quorum of the members are represented at a meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted at the meeting as originally noticed.

Section 8. Conduct of Meetings.

Except to the extent the Board of Directors may otherwise provide, the President, and in his absence, the Vice President shall call the meeting of the members to order and shall act as chairman of the meeting, and the Secretary of the Corporation shall act as secretary of all meetings of the members, but, in the absence of the Secretary, the presiding officer may appoint any other person to act as secretary of the meeting.

Section 9. Proxies.

At all meetings of members, a member entitled to vote may vote by proxy appointed in writing by the member or by his or her duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided to the proxy. The Board of Directors shall have the power and authority to make rules establishing presumptions as to the validity and sufficiency of proxies.

Section 10. Waiver of Notice.

Whenever any notice whatever is required to be given to any member of the Corporation under the Articles of Incorporation or Bylaws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of the meeting, by the member entitled to such notice, shall be deemed equivalent to the giving of such notice; provided the such waiver in respect to any matter of which notice is required under any provision of the Wisconsin Non-Stock Corporation Law, shall contain the same information as would have been required to be included in such notice, except the time and place of the meeting.

Section 11. Order of Business.

The order of business at each annual meeting of members shall include but not be limited to the following:

- Call to order
- Roll call
- Minutes of the last preceding meeting
- Reports of officers and committees
- New business
- Adjournment

Section 12. Other Matters.

Any member present at a meeting may, at or prior to the time that the Chair calls for a vote on any such questions, request that the vote be by written ballot and such request shall be granted as a matter of personal privilege. In any event, the following questions shall always be submitted by written ballot at a meeting:

- (a). A motion to amend the Bylaws in accordance with Article XI, Section 4 of these Bylaws; and
- (b). A motion to approve capital expenditures.

ARTICLE VIII
Powers and Responsibilities of the Board of Directors

Section 1. Powers.

The Board shall have power to:

- (a). Exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation by law and the Declaration, and not reserved to the membership by provisions of these Bylaws, the Articles of Incorporation, or the Declaration.
- (b). Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (c). Levy special assessments against one, some, or all Unit Owners in Wind Meadows as follows:
 - (1). For maintenance and repair of Units, Parcel Service Areas or Common areas as permitted under the Recorded Declaration for all of Wind Meadows and for the Parcel Service Areas and by the Open Space Easements regulating the lands within Wind Meadows; and
 - (2). The Board of Directors of the Wind Meadow Corporation, in assessing for common expenses, may include therein a sum to be collected and maintained as a contingency operating reserve fund which shall be used to provide a measure of financial security during periods of difficulty. Such sums may be used to meet deficiencies from time to time existing as the result of delinquent payment of assessments by unit owners or as a result of emergencies.
 - (3). The Board of Directors of the Wind Meadows Corporation, in assessing for common expenses, may include therein a sum to be collected and maintained as a capital reserve fund for replacement of common elements for the purpose of enabling the Corporation to replace structural elements and mechanical equipment constituting a part of the common elements, as well as replacement of furnishings and other personal property which may be a portion of the common elements.
- (d). Capital and/or Contingency Reserve funds may be established by the Corporation for common expenses of the Corporation and for common expenses of individual PSA groups.

- (e). All monies collected by the Corporation to pay common expenses of the Corporation or of the PSA groups shall be the separate property of either the Corporation or of the PSA groups. Such monies may be applied by the Corporation to the payment of any expenses, either for capital replacement or for contingency operations of the Corporation Property or of the PSA Property, or to the proper undertaking of all acts and duties imposed upon by virtue of the provisions of the Declaration or the Articles of Incorporation.
- (f). All monies received from reserve fund assessments shall be kept separate and identified according to the designated purpose and held for the benefit of the Corporation or the PSA groups. No unit owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a unit owner. When the owner of a Unit shall cease to be a member of the Corporation by divesting of his/her ownership of such Unit by whatever means, the Corporation shall not be required to account to such owner for any share of the funds or assets of the Corporation.

Section 2 Duties.

It shall be the responsibility of the Board of Directors to:

- (a). Cause the Outlots and improvements thereon, including the Leisure Center facilities, to be maintained in good, clean, attractive and sanitary condition, order and repair.
- (b). Adopt and publish rules and regulations including reasonable fees governing the use of the Outlots and facilities; the personal conduct of the members and their guests on the Outlots and facilities; and such other matters relating to the orderly and effective operation of Wind Meadows as the Board may deem appropriate. All rules and regulations shall be published from time to time in a book of rules and regulations.
- (c). Suspend the right of any member to use the Leisure Center facilities, after notice and hearing, for violation of the Declaration, other recorded documents affecting Wind Meadows, or rules and regulations adopted by the Board except non-payment of fees and assessments. Infraction of a rule shall result in a suspension not to exceed sixty (60) days. Violations of the declaration or any other recorded documents shall continue until the violation is cured.
- (d). Cause to be kept a complete record of all its corporate affairs, including the rules and regulations, make records available for inspection by any member or his or her agent, and present an annual statement thereof to the members.
- (e). Supervise all officers, agents and employees of the Corporation and see that their duties are properly performed.

- (f). Issue on demand by any member a certificate, for which a reasonable charge may be made, setting forth whether or not the member's assessment has been paid and giving evidence thereof.
- (g). Designate depositories for corporate funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Corporation, and cause such persons to be bonded, as the Board may deem appropriate.
- (h). Approve the annual budget by a majority vote of the directors.
- (i). By a majority vote of the Directors, fix annual General, Parcel Service Area, and Leisure Center assessments at an amount sufficient to meet the obligations imposed by these Bylaws and by the Declaration.
- (j). The Board, after adoption of the budget, shall set the date or dates upon which assessments are due and shall give written notice to all members, prior to the due date of the assessment, or first installment thereof, advising of the amount of the assessment and place where payment should be made.
- (k). The Board shall collect overdue assessments from members who are Owners or Lessees of Lots or Units in the following manner:
 - (1). The professional Manager retained by the Corporation shall, within ten (10) days after the due date, notify all delinquent Owners that their assessment is unpaid. Notices shall be in writing addressed to the owner at the address shown on the records of the Corporation.
 - (2). A charge of ten (\$10.00) dollars shall be added to any assessment unpaid after thirty (30) days from the date due.
 - (3). In the event the assessment is not paid with (30) days after the date due, the right of the Owner, the Owner's Lessee and their families to use the facilities of the Corporation shall be suspended until payment is made. The professional Manager shall send a second written notice by certified or registered mail to the Owner advising that the assessment remains unpaid; that a ten (\$10.00) dollar per month charge has been added to the original amount of the assessment; and that the Owner's use rights have been suspended. This letter shall also advise that in the event payment has not been made within forty-five (45) days from the due date, notice of non-payment shall be given to the Owner's mortgagee and the Board of Directors will be notified for appropriate legal action.
 - (4). In the event the assessment is not paid within forty-five (45) days after the due date, the professional Manager shall notify the Owner's mortgagee of the non-payment and advise if payment is not received within sixty (60) days after the due date, a lien may be filed and a lawsuit may be instituted.

- (5). (Amended Date 1/29/98) In the event the assessment or fee is unpaid sixty (60) days after the due date, the professional Manager shall inform the Board of Directors and request approval to (a) direct counsel to file a lien against the property owned by the delinquent Owner and to (b) file a complaint in the appropriate court for collection of the assessment and/or foreclosure of such lien together with costs and attorney fees as provided under subsection (8) below.
- (6). The professional Manager, through counsel, will pursue any court action to obtain appropriate judgment or foreclosure, and shall take action, as counsel shall advise, to collect such judgment or to effect such foreclosure.
- (7). In the event any member who is an Owner or a Lessee of lots or units in Wind Meadows fails to pay any assessment within ninety (90) days of its due date, all assessments due against such lot or unit for the remainder of the fiscal year of the Corporation, shall become immediately due and payable upon demand from the Corporation and upon written notice to the Owner or Lessee. In the event that such accelerated payments are not received by the Corporation within ten (10) days after written notice to the Owner or Lessee, the steps set forth above shall be followed in collecting such acceleration assessments.
- (8). (Amended Date 1/29/98) In the event the assessment is not paid within thirty (30) days after the due date, the professional Manager may request approval from the Board of Directors to contact and pursue collection of the overdue assessment through legal counsel. Whenever legal counsel is used to pursue collections, the property owner shall be liable for the actual attorneys' fees and costs incurred in pursuing the collection of delinquent accounts. Any attorneys' fees or costs incurred shall become a special assessment on the delinquent unit owner, which assessment shall become a lien on the property and may be collected in the same manner as all other unpaid assessments.
- (1). The Board, in the case of Members of the Corporation who are not residents of Wind Meadows, shall take the following steps in collecting unpaid membership fees:
 - (1). The professional Manager retained by the Corporation shall, within ten (10) days after the due date, notify such members that their monthly membership fee or initiation fee is not paid. Notice shall be in writing addressed to the Member at the address shown on the records of the Corporation.
 - (2). A charge of ten (\$10.00) dollars shall be added to any assessment unpaid after thirty (30) days from the date due.

- (3). In the event the assessment is not paid within (30) days after the date due, the right of the Owner, the Owner's Lessee and their families to use facilities of the Corporation shall be suspended until payment is made. The professional Manager shall send a second written notice by certified or registered mail to the Owner advising that the assessment remains unpaid; that a ten (\$10.00) dollar per month charge has been added to the original amount of the assessment; and that the Owner's use rights have been suspended. This letter shall also advise that in the event payment has not been made within forty-five (45) days from the due date, notice of non-payment shall be given to the Owner's mortgagee and the Board of Directors will be notified for appropriate legal action.
 - (4). (Amended Date 1/29/98) In the event the member fees are unpaid sixty (60) days after the due date, the professional Manager shall inform the Board of Directors and request approval to (a) direct counsel to file a lien against the property owned by the delinquent member and to (b) file a complaint in the appropriate court for collection of the unpaid fees and/or foreclosure of such lien together with costs and attorney fees as provided under subsection (vi) below.
 - (5). In the event the Member's fees are not paid within ninety (90) days after the due date, the Board shall cancel the Member's membership in the Corporation; declare all fees paid forfeited; and strike the Member's name from the membership roll. Such Member's membership shall be declared nontransferable and shall not be reinstated except with Board approval and upon terms to be established by the Board in its discretion.
 - (6). (Amended Date 1/29/98) In the event the member fees are not paid within (thirty) 30 days after the due date, the professional Manager may request approval from the Board of Directors to contact and pursue collection of the overdue assessment through legal counsel. Whenever legal counsel is used to pursue collections, the member shall be liable for the actual attorneys' fees and costs incurred in pursuing the collection of delinquent accounts. Any unpaid attorneys' fees or costs shall become a special assessment on the delinquent member, which assessment shall become a lien on the property and may be collected in the same manner as all other unpaid assessments.
- (m). Deleted (Amended Date 1/29/98).

- (n). The Board shall, within ninety (90) days after the close of the Corporation's fiscal year and after receipt of the annual audit, advise all Owners and Nonresident Members of the Corporation's expenses for the fiscal year. To the extent that the assessments or fees payable by an Owner or Member exceed the expense allocable to each Member, the Corporation shall refund such excess. To the extent that the allocable expenses exceed the assessments and fees paid, the Corporation shall bill the Owner or Member for the difference. Such billing shall be approved by the Board and shall constitute a special assessment due and payable in the manner described in paragraphs (k) and (l), above.
- (o). Procure and maintain adequate insurance to protect the Corporation, its officers and directors, its employees, and its personal and real properties, and to fulfill all of the Corporation's obligations to its members.
- (p). Appoint the committees described in Article X.
- (q). Exercise their powers and duties in good faith, with a view to the interests of the Corporation and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.
- (r). Establish minimum maintenance standards for all Parcel Service Areas, all single family homes, all patio homes, all condominiums, and all rental housing within Wind Meadows, such standards to be administered by the Board or its committees.
- (s). In the event any member who is an Owner or a Lessee of lots or units in Wind Meadows fails to pay any assessment within ninety (90) days of its due date, all assessments due against such lot or unit for the remainder of the fiscal year of the Corporation, shall become immediately due and payable upon demand from the Corporation and upon written notice to the Owner or Lessee. In the event that such accelerated payments are not received by the Corporation within ten (10) days after written notice to the Owner or Lessee, the steps set forth in Section (k), above shall be followed in collecting such accelerated assessments.

ARTICLE IX Officers

Section 1. Enumeration of Officers.

The officers of this Corporation shall be a President and one or more Vice Presidents, a Secretary, and a Treasurer and such other officers as the Board may from time to time create. The President and at least one Vice President shall at all times be members of the Board. The same person may hold more than one office except that the same person may not hold the office of the President and Secretary or President and Vice President.

Section 2. Election of Officers.

The election of officers shall take place at the Annual Meeting of the Board.

Section 3. Term.

The officers of the Corporation shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve. Each officer shall serve until his or her successor is duly elected and qualified.

Section 4. Resignation and Removal

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies.

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 6. Duties.

The duties of the officers are as follows:

- (a). **PRESIDENT.** The President shall preside at all meetings of the Board and of the Corporation; shall see that orders and resolutions of the Board are carried out; shall have general and active management of the operations of the Corporation; shall sign all mortgages, leases, deeds and other written instruments, and shall co-sign all, promissory notes and contracts as the Board may approve from time to time; and perform all other duties assigned by the Board and all duties incident to the office of the President. The President shall be an ex-officio member of all committees of the Board.

- (b). VICE PRESIDENT. The Vice President shall act in the place and stead of the President in the event of this absence, inability or refusal to act, and shall exercise and discharge such duties as may be required of him or her by the Board. If there be more than one Vice President, the Vice Presidents shall act in the order of their seniority in office.
- (c). SECRETARY. The Secretary shall record the votes and keep the minutes of all meeting and proceedings of the Board and of the members; maintain the book of Rules and Regulations; keep the corporate seal of the Corporation and affix it on all papers requiring said seal; maintain a roll of members of the Corporation; serve notices to members; keep appropriate current records showing the members of the Corporation together with their addresses; and shall perform such other duties as required by the board.
- (d). TREASURER. (Amended 1/27/97) The Treasurer shall cause all monies of the Corporation to be deposited to appropriate accounts and disbursed therefrom as directed by resolution of the Board; keep proper books of accounts; and shall be the chief officer responsible for the preparation of the annual budget and a statement of income and expenditure to be presented to the Board. The Treasurer may, in the Treasurer's discretion, and shall, upon written request of not less than 10% of the members of the Corporation entitled to vote, cause an audit of the Corporation books to be made by a Certified Public Account.
- (e). ASSISTANT OFFICERS. Assistant officers, if any, shall in the absence or disability of their primary officer, perform the duties and exercise the powers of each primary officer and shall perform such other duties and have such other powers that the Board may prescribe.

ARTICLE X

Committees

Section 1. Architectural Control Committee.

The persons constituting the Architectural Control Committee shall be appointed by the Developer and need not be members of the Corporation. The duties of this committee shall include regulations of the exterior design, appearance, location and maintenance of new construction upon the Wind Meadows Property. Such regulations shall be in accordance with the Declaration and Rules, which shall be adopted from time to time by the Architectural Control Committee. The Committee shall consist of three persons. The Developer may remove any person at any time for any reason. A majority of the committee may designate one person from among the committee to act for it in approving building plans but only a majority of the committee may disapprove such plans. This committee shall terminate when the Developer's membership in the Corporation ends, thereupon its duties shall be assumed by the Architectural Review Committee.

Section 2. Elections Committee.

The Board shall appoint an Elections Committee from among the members of the Corporation consisting of a Chairman, who may not be a Director, and at least four (4) members, none of whom shall be a candidate for office. The Elections Committee shall have the responsibility to determine the eligibility of candidates for office and the eligibility of voters to vote; to supervise elections; and to authenticate the results thereof, all in accordance with these Bylaws. Members of the Elections Committee shall serve for a one-year term or until their successors are appointed.

Section 3. Parcel Service Area Committees.

The Board shall appoint Parcel Service Area Committees in accordance with and for the purpose setout in the Declaration of Conditions, Covenants, and Restrictions and Open Space Easements regulating the Parcel Service Areas within Wind Meadows.

Section 4. Leisure Center Committee.

- (a) The Board shall appoint a Leisure Center Committee consisting of a Chairman, one member of each Parcel Service Area in Wind Meadows, and one member who is not a resident of Wind Meadows. The Chairman and Members of the Leisure Center Committee must be members of the Corporation and can, but need not, be officers or directors of the Corporation. Members of the Leisure Center Committee shall be appointed by the Board at its March meeting in each year to serve a two (2) year term. Members of the Leisure Center Committee from odd numbered Parcel Service Areas shall be appointed in odd numbered years and members from even numbered Parcel Service Areas shall be appointed in the even numbered year and the non-resident member in the odd numbered year. To the extent necessary, Members shall serve initial terms of less than two (2) years.

- (b). It shall be the responsibility of the Leisure Center Committee to advise the Board on the rules and regulations for the Leisure Center; to advise on the operation and maintenance of the Leisure Center; to recommend improvements and programs for the Leisure Center; and to perform such other duties as may be assigned by the Board.

Section 5. Audit Committee.

- (a). The Audit Committee of three members of the Corporation who are not officers or directors shall be appointed by the Board of Directors in each year not less than thirty (30) days prior to the end of each fiscal year. The Audit Committee shall serve until a formal report on the completed Annual Audit is made by the Audit Committee to the members and to the Board.
- (b). The duties of the Audit Committee shall be: *(Amended date 1/27/97)*
 - (1). To receive and review any report of the Certified Public Accountant upon completion of an audit of the books of the Corporation;
 - (2). To submit a report on any audit to the Members which shall be distributed to the Members; and
 - (3). To make recommendations to the Board for implementation of suggestions made by an outside auditor.

Section 6. Other Committees.

The Board shall appoint such other committees it deems appropriate to carrying out its duties and responsibilities.

Section 7. Architectural Review Committee.

- (a). Committee Duties.
 - (1). The Architectural Review Committee shall consist of three (3) or more members designated by the Board of Directors to serve a two (2) year term. The committee shall designate one of its members to act as Chairman.
 - (2). The Committee shall approve all proposed exterior additions, deletions or variations to existing structures not subject to approval of the Architectural Control Committee within Wind Meadows.
 - (3). The Committee shall also assume all responsibilities of the Architectural Control Committee upon its termination.

- (b). Architectural Review Procedures.
- (1). Each lot owner, or resident, will submit his or her proposal for exterior addition, change, alteration, deletion or variation to his or her property in writing. The proposal will contain a diagram and description of the project, including height, width, length, size, shape, color, materials, and the location of the proposed improvements. Photographs or sketches of similar completed projects will aid in the consideration. If the alteration affects the existing landscaping or drainage patterns, the proposed revised patterns must be included.
 - (2). Oral requests will not be considered.
 - (3). Each addition, change, alteration, deletion or variation must be specifically approved even though the proposed improvement conforms to the Record documents affecting Wind Meadows and the standards of the Architectural Review Committee, and even when a similar or substantially identical improvement has been previously approved by the Architectural Control Committee.
 - (4). No construction shall commence until approval of the Committee is received.
 - (5). Any proposed changes in present drainage, and changes in landscaping for other than Single Family lots, and any material changes in landscaping on Single family lots must be submitted to the Architectural Review Committee.
 - (6). The applicant shall be informed, in writing, of the action taken by the Architectural Review Committee.
 - (7). If the applicant fails to receive a reply from the Committee within thirty (30) days, the request shall be considered to have been approved.
 - (8). If the proposal is rejected, the Architectural Review Committee shall state, as part of its written decision, the reason(s) for disapproval.
 - (9). The applicant may appeal adverse decisions of the Architectural Review Committee to the Board of Directors. The Board of Directors may reverse or modify such decision by a majority vote of the directors.
 - (10). Upon completion of the project, the Architectural Review Committee must be notified and the project inspected by a designee of the Committee to assure conformity to the approved plan.
 - (11). Copies of all "Requests for Review" will be filed according to unit number, along with the written decision as to action taken of the Architectural Review Committee.

(c). Covenant Violations.

- (1). All statements of alleged violations of any covenants or these Bylaws must be submitted in writing by the complainant to the Association's manager and referred to the Architectural Review Committee.
- (2). The Chairman of the Architectural Review Committee will appoint one (1) member to investigate the allegation. If no violation is discovered, the complainant will be informed in writing. If it appears there is a violation, the Architectural Review Committee shall notify the violator in writing, giving him/her an opportunity to come within compliance and/or adhere to the procedures and guidelines herein set forth. If the violation continues, the matter will be turned over to the Board of Directors, accompanied by a report and a recommendation by the Architectural Review Committee.
- (3). The Board of Directors will determine the appropriate disposition of the matter after the validity of the violation has been established, including institution of legal action at the expense of the violator. The violator shall, at his expense, conform to the requirements of the Architectural Review Committee.
- (4). In all cases, the name of the unit owner(s) responsible for the alleged violations shall be kept confidential until the violation has been established.
- (5). In all cases the name of the complainant shall be kept confidential.

(d). Building Permits.

- (1). Approval of any project by the Architectural Review Committee does not waive the necessity of obtaining any required permits from the Village of Wind Point.
- (2). Obtaining a permit from the Village of Wind Point does not waive the need for Architectural Review Committee approval.
- (3). The Architectural Review Committee will not knowingly approve a project which is in violation of the Village of Wind Point building and zoning codes.

ARTICLE XI
General Provisions

Section 1. Fiscal Year.

The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of every year.

Section 2. Corporate Seal.

The Board shall provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the Corporation and the words "Wisconsin" and "Corporate Seal".

Section 3. Indemnification of Offices and Directors.

Each officer and director of the Corporation or former director or officer of the Corporation, or any person who may have served at its request as a director or officer of another corporation in which it owns shares of stock or of which it is a member or creditor, in consideration of his or hers services as such, shall be indemnified by the Corporation to the extent permitted by law against expenses and liabilities actually and necessarily incurred by such person in connection with the defense of any action, suit, or proceeding, civil or criminal, in which such person is made a party by reason of being or having been a director or officer of the Corporation except in relation to matters as to which such person shall be adjudged liable for negligence or misconduct in the performance of duty.

Section 4. Reservation of Power to Amend.

Nothing contained in these Bylaws shall be constituted as a limitation upon the power of regular members to amend these Bylaws in any respect, including the power to enlarge or restrict the rights of regular members, the termination of rights thereunder, and generally to modify these Bylaws in all respects required as of the time such amendments shall be deemed advisable.

(a). Method of Amendment

The Bylaws of this Corporation now in force or hereafter adopted may be modified, altered or amended by the affirmative vote of a majority of the regular members of the Corporation present in person or by proxy at any meeting of the members of this Corporation called and held in accordance with the Bylaws then in force; provided that a copy of the proposed amendment is mailed together with a notice of the meeting at which action is to be taken thereon at least fifteen (15) days prior to the time of such meeting. Amendments to Bylaws may be proposed by the Board of Directors or by any regular member. Any amendment proposed by a member shall be submitted in writing to the Secretary of the Corporation at least twenty (20) days prior to the meeting at which action is to be taken thereon. A copy of the proposed amendment, together with the name of the sponsoring person or group shall be mailed by the Secretary together with the notice of the meeting.

(b). Limitation

Article X, Section 1, shall not be amended without the written approval of the Developer so long as the Developer is a member of the Corporation.

Section 5. Bylaws Binding Upon Members.

These Bylaws shall be binding upon all members of this Corporation. In the interest of efficient management and administration, the Board of Directors shall construe and interpret these Bylaws whenever construction or interpretation is necessary. In the event that these Bylaws fail to specifically provide for authority to act in any particular manner, the Board of Directors shall exercise its sound discretion and act in the best interest of the Corporation as a whole.

These Bylaws shall be a part of the contract of membership of all members and each member shall be deemed to have knowledge therefore and hold his or her membership subject to provisions herein contained.

Section 6. Conflict Between Documents.

In the case of any conflict between the Restated Articles of Incorporation and these Restated Bylaws, the Articles shall control; and in the case of conflict between the Restated Declaration and these Bylaws, the Declaration shall control.

END