

**BY-LAWS
OF
WOODFIELD VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I

Membership

- 1.01 Members. Each lot owner and spouse or partner in Woodfield Village and Woodfield Village South Subdivisions, Town of Merton, Wisconsin, shall be a member of Woodfield Village Homeowners Association, Inc., hereinafter called the "Association" or "WVHA."
- 1.02 Privileges. Each member of the Association and the Family residents of her/his home in Woodfield Village and Woodfield Village South Subdivisions shall be entitled to an easement to access and use the lands owned by the Association and maintained as land held in common in Woodfield Village and Woodfield Village South Subdivisions the ("Common Areas") for the purposes intended, subject to the payment of such annual dues assessments and special assessments as may be levied by the Association and compliance with such regulations as the Directors may establish from time to time. Said access rights shall extend to the guests of members and approved tenants. Members shall be eligible to serve on the Board and such committees established in carrying out of the purposes of the Association.

ARTICLE II

Meetings

- 2.01 Annual Meeting. The annual meeting of members shall be held in the month of May in the Town of Merton, Waukesha County, Wisconsin for the purpose of electing directors and for the transaction of other business as may come before the meeting.
- 2.02 Special Meetings. Special meetings of the members for any purpose or purposes may be called by the President or the Board of Directors or by written request of one-half of the members entitled to vote at the meeting, such meeting shall be held in the place designated in the notice of such meeting in the Town of Merton, Wisconsin. Only business mentioned in the call of a special meeting may be transacted.
- 2.03 Notice of Meetings. Written notice stating the date, place and hour of regular meetings of the Association shall be delivered not less than 14 days before the date of such meeting and, in the case of a special meeting, notice of the meeting and the purpose or purposes for which the special meeting is called, shall be delivered not less than 21 days before the date of such meeting. The meeting notices shall be delivered either personally, electronically or by US Mail by or at the direction of the President or

Secretary or other officer or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the members at their respective addresses with postage thereon prepaid. If other provisions herein have contrary notice provisions or requirements, those specific notice requirements shall govern and control for the events or meetings they are expressly associated with.

- 2.04 Quorum. A quorum at any properly called meeting of the Association shall consist of those members in attendance.
- 2.05 Proxies. No member shall be entitled to vote at the annual meeting or any special meeting unless actually present in person at the time a vote is taken. Proxies are not permitted.
- 2.06 Conduct of Meetings. The President, and in her/his absence, the Vice President, and in their absence, any person chosen by a majority of the members present, shall act as chair of the meeting and the Secretary of the Association shall act as secretary for the meeting, 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.
- 2.07 Voting of Members. Members of the Association as of the date of the meeting shall be entitled to cast one vote per subdivision lot. Each lot shall be assigned one vote.
- 2.08 Procedure of Meetings. Robert's Rules of Order, latest edition, shall be the governing parliamentary rules and procedure of the Association except as otherwise provided in the Declaration or By-laws.

ARTICLE III

Directors

- 3.01 Description and Authority of the Board. There shall be a Board of Directors ("Board") consisting of 5 members of the Association nominated by the Board and elected by the members at the annual meeting in such a way that the terms of no more than 3 Directors expire in any one year. The terms of the directors shall be for 2 years. The Board shall be responsible for the governance, management and operations of the Association. The Board shall also be responsible for Architectural Control for the Association and the Woodfield Village and Woodfield Village South subdivisions. In addition, it is the responsibility of the Board to enforce the dues and other assessments approved by the Association and to enforce the policies and guidelines adopted by the Association.
- 3.02 Committees. The Board of Directors may from time to time appoint committees to assist in the carrying out of the purpose and business of the Association
- 3.03 Meetings. The Board of Directors shall meet no less than 2 times during the year.

Special meetings may be called by or at the request of the President, Secretary or any two Directors.

- 3.04 Notice of Meetings. Notice of any Board meeting shall be given by oral or written Notice delivered personally, by e-mail or mailed to each Director at her/his business or home address at least 72 hours prior to the meeting. The required notice for a meeting of the Board of Directors may be waived by unanimous consent of the Directors given verbally (but duly recorded) or in writing.
- 3.05 Quorum. A majority of the numbers of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.
- 3.06 Conduct of Meeting. The President and in her/his absence the Vice President and in their absence any Director chosen by the Directors present shall call a meeting of the Board of Directors to order and shall act as chair of the meeting. The Secretary of the Association shall act as secretary of all meetings of the Board of Directors and in the absence of the Secretary the presiding officer may appoint any other person present to act as secretary of the meeting.
- 3.07 Vacancies. Any vacancy occurring in the Board of Directors may be filled until the next annual meeting by the majority vote of the Directors then in Office.

ARTICLE IV

Officers

- 4.01 Number, Election and Term. The officers of the Association shall consist of a President, Vice President, Secretary, Treasurer and Director of Buildings and Grounds. All officers shall be elected annually by the Board of Directors. Every officer shall hold office until her/his successor shall have been duly elected.
- 4.02 Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association shall be served.
- 4.03 Requirement. All officers must be Members of the Association.
- 4.04 Vacancies. A vacancy in any office shall be filled by the Board of Directors for the unexpired portion of the term.
- 4.05 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business, operations and affairs of the Association. He/She shall, when present, preside at all meetings of the Members.
- 4.06 Other Officers. The officers shall have such duties and functions as are generally held or

performed by such officers in business corporations, and such additional duties and functions as may be established by the Board of Directors.

ARTICLE V

Financial Matters

- 5.01 Fiscal Year. The fiscal year and budget year of the Association shall be May 1 through April 30.
- 5.02 Budget. The Board of Directors shall prepare a budget for presentation at the annual meeting of the Association. The budget shall reflect and identify the entire range of costs incurred by the Association to operate the Association and to maintain the land held in common for the recreation, health, safety, welfare and enjoyment of its Members (the "Common Areas"). These costs shall include, but not be limited to, payment of taxes, insurance, repair, replacement and additions to the improvements made upon the land held in common and the cost of labor, equipment materials, management and supervision thereof. The Board of Directors is authorized to maintain and oversee a reserve account to as part of managing Association finances. A proposal made by any Member at any meeting which would increase the budget by 20% or more of the average of the three prior year's actual expenditures, before it may be approved, must be referred to the Board of Directors for their study and recommendation. The response and recommendation of the Board of Directors shall be presented to a properly called Special Meeting of the Association within 45 days. If the proposal is of such amount necessitating a special assessment, Article 5.04 will govern its consideration.
- 5.03 Annual Dues Assessment. Upon the adoption of the budget, each Lot shall be assessed a pro-rata share, or one share per lot, of the entire budget. A statement indicating the amount of the assessment shall be mailed to each member within 30 days of the annual meeting. The assessment will be due and payable by July 1 of each year.
- 5.04 Special Assessment. A special assessment may be levied by the Association for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the open space or for Association obligations if consented to by two-thirds (2/3) of the members of the Association at a Special Meeting of the Association called solely for the purpose of considering the Special Assessment. Special assessments shall be due and payable 90 days after the required affirmative vote of the Members of the Association.
- 5.05 Unpaid Assessments. If any assessments are not paid on the date when due, such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof, including reasonable attorney fees, become a continuing lien on the property which shall bind such property in the hands of the then-owner, her/his heirs, successors, purchasers, devisees, personal representatives and assigns. Such assessment shall also be the personal obligation of the owner(s) of the lot at the time said assessment becomes delinquent, and shall remain her/his personal obligation as

provided by Wisconsin law. If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent per annum, and the Association may pursue collection and/or bring legal action against the owner personally or against the property to enforce the lien rights of the Association, all as provided by Wisconsin law. There shall be added to the amount of such assessment all costs of collection, including, but not limited to, reasonable attorney fees, court costs, collection expenses, and the costs of preparing and filing any legal action against the Owner and/or her/his property.

- 5.06 Proof of Payment of Assessments. The Association shall, upon demand at any reasonable time, furnish to any lot owner a certificate in writing signed by an officer of the Association setting forth whether all assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

ARTICLE VI

Guidelines for Common Area Usage, Property Use and Maintenance and Architectural Control and Improvements

All of the lots in Woodfield Village and Woodfield Village South Subdivisions (collectively "Woodfield Village") are subject to the Declaration of Restrictions and Covenants for Woodfield Village ("Declaration"). The general purpose of the Declaration is to promote Woodfield Village as a harmonious residential community of high quality while protecting the natural beauty and quality of the environment; to help insure that the Woodfield Village subdivisions will remain an attractive community; to preserve the open space within the Woodfield Village subdivisions; and to maintain and enhance the value of investments made by purchasers of properties in the Woodfield Village subdivisions.

The Woodfield Village Homeowners Association, Inc. ("WVHA") was established for the purpose of managing, maintaining and controlling the common area of Woodfield Village and Woodfield Village South and performing such actions as are authorized by the Declaration. Under the terms of the Declaration the Association has the duty to provide for the maintenance of the common area of the Woodfield Village subdivisions and all improvements located in the common areas; to enforce the provisions of the Declaration; and to establish Rules and Regulations governing the use and enjoyment of the common areas and the enforcement of the provisions of the Declaration. The Common Areas are defined herein as Out Lot 1 of Woodfield Village and Out Lot 1 of Woodfield Village South and the landscaped areas within the dedicated streets, as shown on the recorded plat of the Subdivisions. Said Common Areas shall include, but not be limited to, the open fields, wetlands, wooded areas, Hop House, recreational trails, playground areas, orchard areas, tennis courts, subdivision entrances, cul de sac green spaces, fence lines, monuments and signs. In accordance with the foregoing the Board of Directors has established the following Guidelines for Property Use and Maintenance and Common Area Usage. Lot Owners found to be not in compliance with any of the

covenants, restrictions, By-Laws or Guidelines of the WVHA, may be fined by the WVHA Board, ordered to correct any conditions that are not in compliance and will be responsible for reimbursing the WVHA for the costs of enforcement, including, but not limited to, recording fees, assessment fees, and reasonable attorney fees. Any such costs or expenses may be imposed as a lien against the subject Lot, in the same manner that past due dues and assessments may be collected and enforced.

These Guidelines are intended to be flexible in application and interpretation. The Woodfield Village Board may permit exceptions or may waive strict enforcement of the guidelines for good cause. Amendments to the Guidelines may be proposed by the WVHA Board or any Subdivision Lot Owner. Proposed amendments or revisions to the Guidelines shall be voted upon at the Association Annual Meeting and adopted if approved by more than 50% of the Owners present at the annual meeting; provided that notice of the proposed amendment or revision has been delivered to all Lot Owners at least 21 days before the Annual Meeting.

6.1 Use of the Common Areas.

1. The Common Areas at Woodfield Village and Woodfield Village South are intended for the use and enjoyment of all residents, and their guests, of the Woodfield Village subdivisions. No part of the Common Areas shall be treated or occupied as if it was an individual lot owner's private property.

2. No one may alter the Common Areas in any way without the permission of the Association Board of Directors, including, but not limited to, changing the landscaping within the Common Areas, creating additional trails within the Common Areas, mowing across property lines into the Common Area or obstructing the ordinary use of the Common Areas. It is hereby recognized that some of the Lot Owners will need to use the Common Areas for all or a portion of their septic system location or in conjunction with septic system construction and functioning. To the greatest extent reasonably possible, septic systems will be located on each property owner's lot. To the extent that there is no reasonable other option, the Lot owners, with the advance approval of the WVHA Board of Directors, may extend their system into the Common Areas. The Lot Owner will be responsible for proper and reasonable landscaping and planting to restore and naturalize the affected area.

3. No improvements shall be allowed on the Common Areas except the following: landscaping; signs installed by the Association, the town or other public entity; entrance monuments; walking trails; children's play structures for common use; tennis and sport courts; storm-water management facilities; and sewer, water, gas, electric, telephone and other utility lines and facilities. Except in connection with the foregoing, the following shall be prohibited in or on the Common Areas:

a. The temporary or permanent construction or placing of storage areas, signs, billboards or other structures or materials.

b. Commercial or industrial activity, including passage across or upon the Common Area for any reason except Common Area maintenance.

c. Filling, grading, excavating, mining or drilling, removal of top soil, sand, gravel, rock, minerals or other materials, or any building of roads.

d. Removal, destruction or cutting of trees or plants, unless conducted for proper maintenance and management by the Association.

e. Dumping of trash, garbage, yard waste, brush, debris or other unsightly or hazardous material.

f. Hunting or trapping.

g. Operating of any type of motorized vehicle, except as may be necessary in conjunction with landscaping or maintenance by the Association.

4. Pets on leashes are allowed in the Common Areas if accompanied by their owners. Owners must pick up and properly dispose of any pet waste.

5. Anyone who damages or destroys the Common Areas or the improvements and amenities in the Common Areas shall be responsible to the Association for the repair and replacement of the damaged items, up to 150% of the actual repair and replacement cost.

6.2. Property Use; Outside Parking and Storage

1. The Declaration provides that Woodfield Village is intended to be a single family, owner occupied, residential community. Therefore, rental of the homes within the Woodfield Village subdivision will be closely monitored by the WVHA Board. The Board has adopted a policy frowning upon transient occupancy or temporary rental arrangements, in order to promote the stability of the subdivision. Any Lot Owner wishing to rent his or her home must first obtain the approval of the WVHA Board, which approval shall not be unreasonably withheld or denied on any basis that would violate applicable fair housing guidelines or regulations. Absent hardship or special circumstances, such rental shall be not less than 90 days nor more than 12 months; and each Lot Owner shall be limited to renting their property 2 times per every twelve consecutive calendar months.

2. Outbuildings, detached garages, sheds and similar storage structures are prohibited. An exception will be permitted for Lots 23, 24, 25, and 40: where outbuildings will be allowed that are consistent with past use for said parcels, provided that any repairs, remodeling or replacement of existing structures must be submitted for architectural approval of the WVHA Board and must be consistent with the Early American architectural theme for the subdivision and must maintain the architectural character of the primary residence served by the outbuilding or structure. Perimeter and privacy fences are not permitted. However, decorative fencing and garden fencing is permitted, with the express advance approval of the WVHA Board. Swimming Pools must be approved by the WVHA Board, in advance, and it is the policy of the

Association that only in-ground pools will be permitted. Swimming pools must have fences that completely surround the swimming pool, and such fencing shall be approved, in advance, by the WVHA Board. Outside storage is generally prohibited, except as otherwise permitted in other sections of the Declaration or By-Laws.

3. The Declaration states that "there shall be no outside parking or storage of boats, trailers, buses, commercial trucks, recreational vehicles, motor homes or other vehicles or items deemed to be unsightly or inconsistent with the intended aesthetics of the subdivision by the Association." In the judgment of the Association, this does not prohibit the following actions, which shall be permitted:

a. Outside parking of properly licensed, on-road (not off-road) motor vehicles. Such vehicles may only be parked on a permanently paved area, not on a lawn.

b. Outside parking of boats, trailers, motor homes and recreational vehicles for not more than two weeks during a calendar quarter in order to prepare them for use or storage at another location.

c. Outside parking of motor vehicles belonging to Woodfield Village residents' guests and visitors for a period that does not exceed 14 consecutive days. With the express permission of the WVHA Board this time frame may be extended. Parking in Common Areas is prohibited unless temporary and such parking must be approved, in writing, by a WVHA Board Member.

d. Outside storage of building material during periods of actual construction.

e. Outside storage of firewood so long as it is stored in the rear or side yard and screened from the view of neighboring lots by landscape materials.

6.3 Lamp Posts-Front Yard.

The Declaration requires Lamp Posts to be installed and maintained in the front yard of each Lot within the Woodfield Village subdivision at a location to be designated by Association Board (originally it was the Developer). Replacement of the original post lamp must be approved the Homeowners Association Board. Lamp posts must be consistent with and fit the character of the subdivision. It is intended by the Association that all lamp posts in the subdivision shall be similar in style and appearance. Each Lot Owner is responsible for maintaining the operation and appearance of the lamp post. If the lamp post is not so maintained, and the condition has not been rectified by the owner within 21 days after receipt of a notice from the Association specifying the violations under this Paragraph, the Owner shall be subject to a penalty at a per diem rate established herein until the date the condition has been rectified.

The Association Board may assess an appropriate monetary penalty for non-compliance starting on the 22nd day after notice is delivered for a violation of the lamp post requirement.

The penalty shall be assessed against the property owner and, if not paid, will be enforced as provided in the Declaration.

6.4. Mailboxes

1. Mailboxes must fit the character and architectural style of the neighborhood. Mailboxes should bear the address on both sides of the mailbox, and preferably be applied using the hand painted lettering style approved by the Homeowners Association Board, or by using a vinyl cut decal with a similar, WVHA approved font. Damaged or destroyed mail boxes must be repaired or replaced.

2. One example of an approved mailbox post is one composed of natural cedar and that is left unpainted.

6.5. Guidelines for Tennis Court Usage

Because of the large monetary investment the Association has made to maintain the quality of our tennis courts, all Owners are asked to follow these rules for their use:

1. Only tennis shoes are allowed on courts. (No black soles)
2. North Court (Creekside)-tennis and basketball only.
3. South Court (Hop House)-tennis and pickleball.
4. No bicycles, rollerblading, skating, wagons, or any other activities that may damage the surface of the courts is permitted. Games and other activities are permitted on the courts.
5. No obscene or vulgar language.
6. Exercise ordinary courtesy when others are waiting to use the court.

6.6. Guidelines for Usage of Woodfield Village Recreational Trails

There are approximately three miles of trails throughout our common land. These trails are intended for the use of our residents and invited guests. The trails have been opened and are maintained by volunteer residents. A map of the trail locations is included in the Woodfield directory. These rules are for the benefit of all residents and are intended to promote the safe and enjoyable use of the trails.

1. Motorized vehicles are not to be used on the trails, except for maintenance. This prohibition includes snowmobiles, mini-bikes, motorcycles, motor scooters, All-terrain Vehicles (ATV's), go-carts, etc.
2. Horseback riding is prohibited when ground is wet to prevent damage to the trails and to promote the safe use of the trails by all residents.

3. Entry and exit from trails should be by using common land or may be accessed directly by each Lot Owner from their parcel for those Lots where direct access is possible. Every court has an area of common land designated for that purpose. Please consult the map. NOTE: On Creekside Court, the common land is located between Lots 34, 35 and the north end of Lot 39. In South Woodfield: between Lots 13 and 14; and on Woodfield Court between Lots 9 and 10; Lots 15 and 14 and Lots 22 and 23.
4. Please-no littering on trails.

ARTICLE VII

Amendments to the By-laws

- 7.01 Procedure. Amendments to these by-laws may be made by two-thirds (2/3) vote of the members present at the annual meeting provided there is thirty (30) days advance notice of the proposed amendment given along with the call of the meeting as provided by either the Declaration or these By-Laws.