

**BYLAWS OF
 PETTIBONE POINTE HOMEOWNERS ASSOCIATIONS, LLC.**

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**BYLAWS OF
PETTIBONE POINTE HOMEOWNERS ASSOCIATION, LLC.**

**ARTICLE I.
NAME AND LOCATION**

Section 1.1. Name. The name of the corporation shall be **PETTIBONE POINTE HOMEOWNERS ASSOCIATION, LLC.** (The "Association").

Section 1.2. Location. The principal office of the Association shall be at 920 10th Avenue North, Onalaska, WI 54650. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

**ARTICLE II.
APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION**

Section 2.1. Application. These Bylaws, together with the Declaration of Pettibone Pointe Condominiums (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Condominium and all present or future owners, tenants, employees and other persons using it. The mere acquisition or occupancy of a Unit (as defined in the Declaration) will signify the acceptance and ratification of these Bylaws by all such persons.

Section 2.2. Members. The Members of the Association shall consist of the Unit Owners who have record title in their names or who are the purchasers under a recorded land contract. Members shall also include those that have purchased a Unit, but the evidence of transfer, such as a deed has not been recorded.

Section 2.3. Initial Organization. Notwithstanding any provision set forth in these Bylaws to the contrary, Water Place One, LLC (the "Declarant"), shall designate the initial Board, consisting of five (5) persons. These Board Members may meet by phone and vote electronically until the provisions set forth in 2.3 (a) below occur. Such members of the Board, or successors to any of them as designated by Declarant, need not be Unit Owners and shall continue to serve as follows:

a. Upon conveyance of Seven (7) of the Units, as defined in the Declaration and these By-Laws, by Declarant to purchasers, a special meeting of the Members shall be called, at which time at least one (1) member of the initial Board, or their successors as designated by Declarant, shall tender their resignations and the Unit owners other than Declarant shall elect new members of the Board to replace those who resign, such election to be in accordance with the provisions of Article V of these Bylaws;

b. Upon conveyance of Fourteen (14) of the Units by the Declarant to purchasers, a special meeting of the Members shall be called at which time such members of the initial Board, or their successors, shall tender their resignations and the Unit

owners, including the Declarant shall elect new members of the Board to replace those who resigned, such election to be in accordance with the provisions of Article V of these Bylaws;

c. Subsequent to the special meeting called in accordance with paragraph (a) above and, if necessary, in accordance with paragraph (b) above and upon the conveyance of Twenty-one (21) of the Units by the Declarant to purchasers, a special meeting of the Members shall be called not later than thirty (30) days thereafter, at which time all Directors of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignations, shall resign and the Members shall elect such number of new Directors of the Board of Directors as shall be necessary so that the Board of Directors shall consist of five (5) persons, including such new Directors as may have been elected pursuant to paragraphs (a) and (b) above, in accordance with the provisions of Article V of these Bylaws.

For the purpose of determining the percentages in paragraphs (a), (b) and (c) above, the undivided interest in the Units shall be deemed to consist of Twenty-Six (26) Unit interests. Declarant shall be deemed to own all Twenty-Six (26) Unit interests less those Units actually conveyed by Declarant.

ARTICLE III. VOTING, MAJORITY OF MEMBERS, QUORUM, PROXIES

Section 3.1. Voting. Each Member shall have one (1) vote for each Unit owned. The Declarant shall have initially Twenty – six (26) votes, which represents one (1) vote per plated Unit. If a Unit is owned by more than one person the vote for that Unit may be cast as agreed by the persons who have an ownership interest in the Unit and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. If the owners of any Unit cannot agree on how to vote, no vote may be accepted from that Unit for the particular item voted upon. There shall be no cumulative voting.

Section 3.2. Majority Vote. At any meeting at which there is a quorum (as defined in Section 3.3 below), the decision of the majority of Members, in attendance at the meeting and voting in person or by proxy, shall be binding on the Members. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members holding more than Fifty Percent (50%) of the votes entitled to be cast shall constitute a quorum.

Section 3.3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for one hundred eighty (180) days.

ARTICLE IV. MEETINGS

Section 4.1. Roster of Members. The Association shall maintain a current roster of names, e-mail addresses, cell, work and home, numbers, a mailing address and physical addresses of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address; an

e-mail or similar electronic delivery system. No Member may vote at meetings of the Association until the foregoing information is furnished.

Section 4.2 Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the Members as may be designated by the Board.

Section 4.3. Annual Meetings. The annual meetings of the Association shall be held once each calendar year on a date and at a time to be determined by the Board. At each annual meeting the Members shall elect members of the Board in accordance with Article V hereof. The Members may also transact such other business of the Association as may properly come before them.

Section 4.4. Special Meetings. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the holders of three-fourths (3/4) of the votes of Members present, either in person or by proxy.

Section 4.5. Notice of Meetings. The Secretary shall deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, by e-mail, at the e-mail address provided in the roster,, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The sending of a notice in this manner in this Section shall be considered notice served and such notice shall be effective upon the date of sending. The Sender shall request a read receipt and a delivery receipt. If a Unit Owner specifically requests in writing, the Notices will also be sent by 1st class mail, postage prepaid to the mailing address listed in the roster.

Section 4.6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may postpone the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. No new notice of meeting will be required. No business transacted or votes may be taken unless there is a quorum. Order of Business. The order of business at all meetings of the Members shall be in the discretion of the President and Secretary, but should include the following:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.

- f. Election of Directors (when applicable).
- g. Unfinished business.
- h. New business.

Section 4.7. Running a Meeting. When a meeting is held, if there are any items to be voted on, it should be discussed by all Members at the meeting and then put to a vote. Except where inconsistent with these Bylaws, meetings may be run in accordance with Parliamentary Procedure in accordance with the latest revised edition of Roberts Rules of Order.

ARTICLE V. BOARD OF DIRECTORS

Section 5.1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of at least five (5) persons, all of whom shall be Unit owners, except for the initial Board, subject to the provisions of Article II, Section 2.3 hereof.

Section 5.2. Election and Term of Office. The term of office of the Directors shall be fixed as follows:

a. The terms of the Directors elected in accordance with paragraph (a) of Section 2.3 of Article II shall expire on the date of the annual meeting next succeeding the date of their elections. Thereafter, the term of each Director elected or re-elected in succession of such Director(s) shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

b. Terms of Initial Directors.

i. The term of one of the Directors elected in accordance with paragraph (b) of Section 2.3 of Article II shall expire on the date of the annual meeting which next succeeds the annual meeting at which the terms of the Director(s) elected under paragraph (a) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succession of this Direction shall be for one (1) year each and shall expire on the date of the annual meeting which next succeeds the date of such election or re-election.

ii. The terms of the other Directors elected in accordance with paragraph (b) of Section 2.3 of Article II shall expire on the date of the annual meeting which next succeeds the annual meeting at which the terms of the Directors elected under paragraph (a) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succession of these Directors shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

iii. At the time of the initial election of the Directors under this paragraph (b), each candidate for election as Director shall declare, before the votes are cast, the length of the term as Director for which he or she is a candidate.

Each Director shall hold office until his or her successor has been elected and has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that there shall be no cumulative voting. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected.

Section 5.3. Powers and Duties. The Board shall have the Powers necessary to run the Association, including but not limited to:

a. 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 Condominium;

b. make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

c. execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium, including acquiring and conveying property and suing on behalf of all Members;

The Board shall also have the following duties:

a. satisfy all liens against the Condominium and pay necessary expenses connected the running of the Association and preserving the Common Elements.

b. prepare and submit for approval the proposed operating budgets and reserve accounts for the Association;

c. perform such other functions as are required or permitted by law, the Declaration or these Bylaws.

Section 5.4. Fees. No fee or other compensation shall be paid to any Member of the Board, other than the reimbursement of approved expenses, at any time except by specific resolution of the Association. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director for the remainder of the term of his predecessor.

Section 5.6. Removal of Directors.

At any regular or special meeting duly called, any one or more of the Directors elected by the Members pursuant to Article V, Section 5.2, may be removed with or without cause by Members holding more than fifty percent 75% of the votes entitled to be cast (that is more than 50% of all Members of the Association) and a successor may then and there be elected to fill the vacancy thus created. The successor elected at such meeting shall be elected for the remainder of the term of the removed Director. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 5.7 Organization Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held at a date and time most convenient to insure the personal attendance of as many Board members as possible, No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 5.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one 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 e-mail, mail, telephone or facsimile, at least three (3) days prior to the day named for such meeting.

Section 5.9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, in the same manner, including by e-mail, as the Annual Meeting, , 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 and on like notice on the written request of at least two (2) Directors.

Section 5.10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5.11. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the vote of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present, then the meeting may be postponed to a later date chosen by a majority of those present. Any business which might have been transacted at the meeting will be postponed until the next meeting.

Section 5.12 Fidelity Insurance and/or Fidelity Bonds. The Board may at its option cause the Association to maintain fidelity coverage against dishonest acts by any persons, paid or volunteer (including officers and employees) responsible for handling funds belonging to or administered by the Association. The amount of such coverage or fidelity bond shall be as determined by the Board.

ARTICLE VI. OFFICERS

Section 6.1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board. The Directors may elect an assistant treasurer, an assistant secretary or such other officers as in their judgment may be necessary. A Board member may also serve as an officer.

Section 6.2. Removal of Officers. Upon an affirmative vote of Seven-five percent (75%) of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 6.3. President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. He or she shall have all of the general powers and duties which are usually vested in the office of President of a not-for-profit, non-stock corporation.

Section 6.4. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board.

Section 6.5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He or she shall have charge of such books and papers as the Board may direct and he or she shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

Section 6.6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books of account and other customary financial records, all of which shall be the property of the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board. The Treasurer shall also be responsible for the billing and collection of all Regular Assessments and Special Assessments made by the Association.

Section 6.7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

**ARTICLE VII.
COMMITTEES**

The Board of Directors shall have the authority to establish standing and ad hoc committees to assist the Board in conducting the affairs of the Association, and to dissolve any committees which do not, in the judgment of the Board, fulfill the purposes for which they were established. Each committee chairperson shall be a Director appointed by the Board. The Board may specify ex-officio members and appoint others as it deems necessary. The Board act will vote upon the recommendation of each committee in carrying out its responsibilities to the Owners.

**ARTICLE VIII.
BUDGET, ASSESSMENTS AND DEPOSITORIES**

The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of all common areas and limited common areas; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget. The assessment calculation shall be based upon 26 units.

The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. Assessments shall be subject to the provisions of the Declaration. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his or her deed to his or her Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before the date when such assessments and installments are due. Any assessment or installment not paid when due shall be delinquent, and the Unit owner may be charged interest on the unpaid assessment or installment of such assessment. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments. Such rate of interest shall not exceed eighteen percent (18%) per annum for natural persons or the maximum rate of interest permitted by the usury laws of the State of Wisconsin. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium

lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 8.3. Assessments to be paid by the Declarant. The Declarant will only be required to pay assessments on Units that have been finished to the level of a "White Box" finish. "White Box" finish is generally defined to mean a plain white box with a minimally finished interior, usually with ceilings, lighting, plumbing, heating and cooling (HVAC), interior walls (painted or unpainted), electrical outlets, bathrooms and an unfinished floor. If there is a shortfall in the funds necessary to pay all expenses due to their being less than 26 units at a White Box finish or owned by other parties, the Declarant shall cover any shortfall until all 26 units are subject to an assessment.

Section 8.4. Special Assessments. The Board may impose special assessments ("Special Assessments") not included in the annual operating budget for amounts necessary to establish or maintain reserves (for operations, capital improvements or otherwise) and such other anticipated or unanticipated expenditures as are approved by the Board from time to time.

Special Assessments shall be paid in a single payment or in such installments as the Board determines. Delinquent Special Assessments shall bear interest as provided in Section 8.2. The Board and the Association shall be entitled to take such actions as may be allowed by law to collect the Special Assessment in the same manner that it is entitled to collect regular assessments under Section 8.2.

Section 8.5. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. The Board may direct that checks of less than One Thousand Dollars (\$1,000.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter-signature of designated officers.

ARTICLE IX. OBLIGATIONS OF THE UNIT OWNERS

Section 9.1. Maintenance and Repair.

a. Every Member must perform promptly all maintenance and repair work within his or her own Unit. Every Member shall keep the terrace or balcony appurtenant to his or her Unit in a clean and neat condition, and is expressly responsible for the damages and liabilities that his or her failure to do so may cause.

b. Each Member shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements or Limited Common Elements in any manner damaged by him or her, any member of his or her family, any tenant, any employee or any other user or occupant of his or her Unit. This will not apply to damage caused by normal wear and tear.

Section 9.2. Use of Common Areas and Facilities. No Member shall place or cause to be placed any objects of any kind in the Common Elements, except in the Limited Common Elements appurtenant to his or her Unit, unless otherwise permitted. Any limitations on use shall be set forth in the Rules and Regulations.

Section 9.3. Right of Entry.

a. Each Member grants a right of entry to his or her Unit to the Association and to any professional property manager, management company or managing agent employed by the Board or to any other person authorized by the Board in case of any emergency, whether the Member is present at the time or not. Any damage or loss caused as a result of such entry shall be at the expense only of the Member if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

b. Each Member shall permit such professional property manager, management company or managing agent employed by the Board or any other person authorized by the Board, or their representatives, when so required, to enter his or her Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in writing (which includes e-mail notice) at least forty-eight (48) hours in advance and that such entry is at a time convenient to the Member.

Section 9.4. Rules of Conduct. The Units, Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws and any Rules and Regulations adopted by the Association.

Section 9.5. Rules and Regulations. The Board shall from time to time adopt rules and regulations ("Rules and Regulations") with regard to the manner of use, enjoyment and occupancy by Unit Owners of their Units and the Common Elements (including Limited Common Elements). All such Rules and Regulations will be adopted by the Board in its reasonably exercised discretion, consistent with its responsibilities to the Members and the Association (i) to further and enhance the maintenance, conservation and beautification of the Condominium, (ii) for the health, comfort, safety and general welfare of the Unit Owners, and (iii) to further the exercise of specific powers and authority of the Association as provided in the Declaration and these Bylaws. Written notice of the Association Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be used, occupied and enjoyed by Unit Owners subject to such Rules and Regulations. Any Rule or Regulation adopted by the Board, or amendments of existing Rules and Regulations adopted by the Board from time to time, may be amended at a meeting called for that purpose by the affirmative vote of those Members holding 75% or more of the total votes of all Members. No rule or regulation may be adopted or enforced by the Board which is conflicts with the terms of the Declaration.

Section 9.6. Remedies. Failure to comply with any of these Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for any financial losses or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Member.

**ARTICLE X.
INDEMNIFICATION**

Section 10.1. Indemnification for Successful Defense. Within twenty (20) days after receipt of a written request pursuant to Section 10.3, the Association shall indemnify a Director or officer, to the extent he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the Director or officer was a party because he or she is a Director or officer of the Association.

Section 10.2. Section 10.2 Other Indemnification.

a. In cases not included under Section 10.1, the Association shall indemnify a Director or officer against all liabilities and expenses incurred by the Director or officer in a proceeding to which the Director or officer was a party because he or she is a Director or officer of the Association, unless liability was incurred because the Director or officer breached or failed to perform a duty he or she owes to the Association and the breach or failure to perform constitutes any of the following:

i. A willful failure to deal fairly with the Association in connection with a matter in which the Director or officer has a material conflict of interest.

ii. A violation of criminal law, unless the Director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful.

iii. A transaction from which the Director or officer derived an improper personal profit.

iv. Willful misconduct.

b. Determination of whether indemnification is required under this Section shall be made pursuant to Section 10.5.

c. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the Director or officer is not required under this Section.

Section 10.3. Written Request. A Director or officer who seeks indemnification under Sections 10.1 or 10.2 shall make a written request to the Association.

Section 10.4. Non-Duplication. The Association shall not indemnify a Director or officer under Sections 10.1 or 10.2 if the Director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding. However, the Director or officer has no duty to look to any other person for indemnification.

Section 10.5. Determination of Right to Indemnification.

a. Unless otherwise provided by the Articles of Incorporation or by written agreement between the Director or officer and the Association, the Director or officer seeking indemnification under Section 10.2 shall select one of the following means for determining his or her right to indemnification:

i. By a majority vote of a quorum of the Board consisting of Directors not at the time parties to the same or related proceedings. If a quorum of disinterested Directors cannot be obtained, by majority vote of a committee duly appointed by the Board and consisting solely of two (2) or more Directors not at the time parties to the same or related proceedings. Directors who are parties to the same or related proceedings may participate in the designation of members of the committee.

ii. By independent legal counsel selected by a quorum of the Board or its committee in the manner prescribed in Section 10.5(a)(i) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board, including Directors who are parties to the same or related proceedings.

iii. By a panel of three (3) arbitrators consisting of one arbitrator selected by those Directors entitled under Section 10.5(a)(ii) to select independent legal counsel, one arbitrator selected by the Director or officer seeking indemnification and one arbitrator selected by the two (2) arbitrators previously selected.

iv. By a court under Section 10.8.

v. By any other method provided for in any additional right to indemnification permitted under Section 10.7.

b. In any determination under Section 10.5(a), the burden of proof is on the Association to prove by clear and convincing evidence that indemnification under Section 10.2 should not be allowed.

c. A written determination as to a Director's or officer's indemnification under Section 10.2 shall be submitted to both the Association and the Director or officer within 60 days of the selection made under Section 10.5(a).

d. If it is determined that indemnification is required under Section 10.2, the Association shall pay all liabilities and expenses not prohibited by Section 10.4 within ten (10) days after receipt of the written determination under Section 10.5(c). The Association shall also pay all expenses incurred by the Director or officer in the determination process under Section 10.5(a).

Section 10.6. Advance Expenses. Within ten (10) days after receipt of a written request by a Director or officer who is a party to a proceeding, the Association shall pay or reimburse his or her reasonable expenses as incurred if the Director or officer provides the Association with all of the following:

a. A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association.

b. A written undertaking, executed personally or on his or her behalf, to repay the allowance to the extent that it is ultimately determined under Section 10.5 that indemnification under Section 10.2 is not required and that indemnification is not ordered by a court under Section 10.8(b) (ii). The undertaking under this subsection shall be an unlimited general obligation of the Director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

Section 10.7. Non-exclusivity.

a. Except as provided in Section 10.7(b), Sections 10.1, 10.2 and 10.6 do not preclude any additional right to indemnification or allowance of expenses that a Director or officer may have under any of the following:

i. The Articles of Incorporation.

ii. A written agreement between the Director or officer and the Association.

iii. A resolution of the Board.

b. Regardless of the existence of an additional right under Section 10.7(a), the Association shall not indemnify a Director or officer, or permit a Director or officer to retain any allowance of expenses unless it is determined by or on behalf of the Association that the Director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Sections 10.2(a)(i), 10.2(a)(ii), 10.2(a)(iii) or 10.2(a)(iv). A Director or officer who is a party to the same or related proceeding for which indemnification or an allowance of expenses is sought may not participate in a determination under this subsection.

c. Sections 10.1 to 10.12 do not affect the Association's power to pay or reimburse expenses incurred by a Director or officer in any of the following circumstances:

i. As a witness in a proceeding to which he or she is not a party.

ii. As a plaintiff or petitioner in a proceeding because he or she is or was an employee, agent, Director or officer of the Association.

Section 10.8. Court-Ordered Indemnification.

a. Except as provided otherwise by written agreement between the Director or officer and the Association, a Director or officer who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. Application may be made for an initial determination by the court under Section 10.5(a) (v) or for review by the court of an adverse determination under Sections 10.5(a) (i), 10.5(a) (ii), 10.5(a) (iii), 10.5(a) (iv) or 10.5(a) (vi). After receipt of an application, the court shall give any notice it considers necessary.

b. The court shall order indemnification if it determines any of the following:

i. That the Director or officer is entitled to indemnification under Section 10.1 or 10.2.

ii. That the Director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, regardless of whether indemnification is required under Section 10.2

c. If the court determines under Section 10.8(b) that the Director or officer is entitled to indemnification, the Association shall pay the Director's or officer's expenses incurred to obtain the court-ordered indemnification.

Section 10.9. Indemnification of Employees or Agents. The Association may indemnify and allow reasonable expenses of an employee or agent who is not a Director or officer by general or specific action of the Board or by contract.

Section 10.10. Insurance. The Association may purchase and maintain insurance on behalf of an individual who is an employee, agent, Director or officer of the Association against liability asserted against or incurred by the individual in his or her capacity as an employee, agent, Director or officer, regardless of whether the Association is required or authorized to indemnify or allow expenses to the individual against the same liability under Sections 10.1, 10.2, 10.6 and 10.9.

Section 10.11. Liberal Construction. In order for the Association to obtain and retain qualified Directors and officers, the foregoing provisions shall be liberally administered in order to afford maximum indemnification of Directors and officers and, accordingly, the indemnification above provided for shall be granted in all cases unless to do so would clearly contravene applicable law, controlling precedent or public policy.

Section 10.12. Definitions Applicable to this Article.

a. "Affiliate" shall include, without limitation, any corporation, partnership, joint venture, employee benefit plan, trust or other enterprise that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Association.

b. "Association" means this corporation and any domestic or foreign predecessor of this corporation where the predecessor Association's existence ceased upon the consummation of a merger or other transaction.

c. "Director or officer" means any of the following:

i. A natural person who is or was a Director or officer of the Association.

ii. A natural person who, while a Director or officer of the Association, is or was serving at the Association's request as a Director, officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise.

iii. A natural person who, while a Director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also impose duties on, or otherwise involve services by, the person to the plan or to participants in or beneficiaries of the plan.

iv. Unless the context requires otherwise, the estate or personal representative of a Director or officer.

For purposes of this Article 10, it shall be conclusively presumed that any Director or officer serving as a Director, officer, partner, trustee, member of any governing or decision-making committee, employee or agent of an Affiliate shall be so serving at the request of the Association.

d. "Expenses" include fees, costs, charges, disbursements, attorneys' fees and other expenses incurred in connection with a proceeding.

e. "Liability" includes the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including an excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

f. "Party" includes a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

g. "Proceeding" means any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Association by any other person.

ARTICLE XI. AMENDMENTS

Section 11.1. Bylaws. These Bylaws may be amended by the Members in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by the owners of at least Seventy-five Percent (75%) of the Unit Owners. No amendment shall limit any of the rights granted to or reserved by Declarant in the Declaration or herein without the consent of the Declarant.

ARTICLE XII. MORTGAGES

Section 12.1. Notice to Association. Any Member who permits or causes his or her Unit to be encumbered by a mortgage shall notify the Secretary of each such mortgage and the release of each such mortgage and the name and address of each such mortgagee. Such notice may also be served by any such mortgagee. The Secretary shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice. The Board, at the request of any mortgagee, owner or any prospective purchaser of any Unit or interest therein, shall report to such person in writing within ten (10) business days the amount of any assessments against such Unit which may be due and unpaid, or that there are no unpaid assessments.

Section 12.2. Protection of First Mortgagee. If the holder of a first mortgage on a Unit forecloses the mortgage, or accepts a deed in lieu of foreclosure, the lien of any assessment shall be automatically extinguished, without the need to name the Association as defendant in the foreclosure and without the need to take any other action. The purchaser at the foreclosure sale, the grantee names in the deed in lieu of foreclosure, and their heirs, representatives, successors and assigns shall not be liable for any common expenses or assessments accruing prior to the acquisition of title by such purchaser or grantee. The lien of a first purchase money mortgage shall be prior to all unpaid assessments accruing prior to the perfection of the mortgage lien.

ARTICLE XIII. CONFLICTS

These Bylaws are set forth to comply with the requirements of the Act. If these Bylaws conflict with the provisions of the Act, or the Declaration, the provisions of the Act or of the Declaration will control.

ARTICLE XIV. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year.

ARTICLE XV. ARBITRATION


"Decision" shall mean any decision to be made by the Association in the conduct of the Association's business by majority vote of the Unit Owners as provided in Article III, Section 3.2 of these Bylaws. Decision shall not include amendment of the Declaration, these Bylaws, or any of the other documents relating to the Condominium.

Any Decision which cannot be resolved by majority vote of the Unit Owners shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be

entered in any court having jurisdiction of the award. The arbitration shall be held in the City of La Crosse, La Crosse County, Wisconsin. The expenses of the arbitration shall be borne by the Association.

Adopted this 2nd day of August, 2018.

Pettibone Pointe Homeowners Association Initial Board of Directors



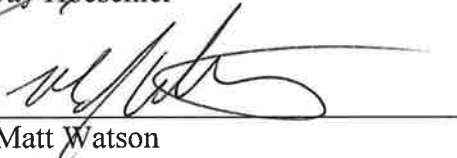
Jeff Weiser



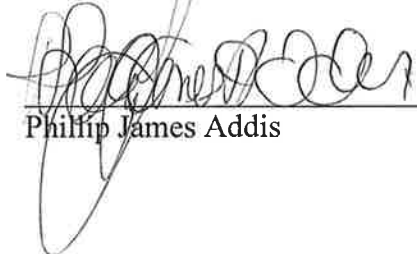
Jay Hoeschler



Steve Mathy



Matt Watson



Phillip James Addis