

HV Uondo Bylaws

BYLAWS

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James A. Ladwig

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RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$ 55.00



Bylaws of Heartland Village Condominium Association, Inc.,
Village of Mt. Pleasant, Racine County, Wisconsin.

Name and Return Address

Mr. John Holding
c/o Old Spring Farms, LLC.
8609 Industrial Drive
Franksville, WI 53126

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Parcel Identification Number (PIN)

- 151-03-22-09-006-010
- 151-03-22-09-006-020
- 151-03-22-09-006-030
- 151-03-22-09-006-040
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- 151-03-22-09-006-290
- 151-03-22-09-006-300

**BYLAWS OF
HEARTLAND VILLAGE CONDOMINIUM ASSOCIATION, INC.**

The following Bylaws of Heartland Village Condominium Association, Inc. have been duly adopted pursuant to the provisions of Chapter 181 of the Wisconsin Statutes effective this 15th day of June, 2007.

ARTICLE I: IDENTITY OF CORPORATION

Section 1.0. Association. These Bylaws are the Bylaws of Heartland Village Condominium Association, Inc., a nonstock, nonprofit corporation organized under the laws of the State of Wisconsin. Such corporation is hereinafter referred to as the Association.

Section 1.1. Restrictive Covenants. The Association has been incorporated to govern and administer the Heartland Village Condominium in the Village of Mount Pleasant, Racine County, Wisconsin (the "Condominium"). A Declaration of Condominium Ownership and of Covenants, Conditions and Restrictions (the "Declaration") regarding Heartland Village Condominium has been recorded in the office of the Register of Deeds of Racine County, Wisconsin. The Condominium is expandable, and any real estate included in the Condominium by any expansion shall be considered Real Estate as defined in the Declaration, and shall be subject to these Bylaws.

Section 1.2. Mailing Address and Office. The principal office and mailing address of the Association shall be the residence of the then current President of the Association.

Section 1.3. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Members of the Condominium, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

ARTICLE II: POWERS OF THE ASSOCIATION

Section 2.0. Powers of the Association. The Association shall have the full power and authority granted to it under the laws of the State of Wisconsin, provided that such power and authority is also in conformance and allowed by the Articles of Incorporation of the Association.

ARTICLE III: MEMBERS

Section 3.0. Members of the Association. The "Members" of the Association shall be all of the Unit Owners of Units within the Heartland Village Condominium as defined in the Declaration (the "Units") (or, in the event of the sale of a Unit by a recorded Land Contract, the Purchaser(s) under such Land Contract). Persons who hold an interest in a Unit merely as security for the performance of an obligation (including mortgagees) are not Members of the Association.

Section 3.1. Multiple Owners and Multiple Units. In the event record-title ownership of any Unit is held by more than one person or entity, all such joint or multiple owners shall, for all purpose under these Bylaws, together be deemed a single Member and entitled (if otherwise eligible) to cast only one (1) vote as a Member of the Association. It is the intent of these Bylaws that there be only one Member and only one Membership vote for each Unit described herein. In the event one person holds title to two or more Units, he or she shall be considered a separate owner for each Unit and entitled to cast one (1) vote for each Unit owned.

Section 3.2. Successor Owner(s). In the event the record-title ownership and/or record-title Land Contract purchaser's interest in any Unit is conveyed or transferred to a third-party, then such Member shall be automatically terminated from membership in the Association, and the third party transferee shall automatically become a Member in the Association. Upon such termination of membership, the transferor Member shall continue to be liable and responsible for any and all obligations and/or payments due the Association as of the time of transfer, and the third party transferee shall also automatically become liable and responsible for any such obligations and/or payments not fulfilled or made by the transferor Member. If a Member's ownership interest passes to its personal representative or to a trustee upon a Member's death, such personal representative or trustee shall be a member of the Association.

Section 3.3. Withdrawal or Expulsion. No Member may voluntarily withdraw or be expelled from membership in the Association.

Section 3.4. Membership Certificates. Membership certificates shall not be issued.

Section 3.5. Membership List. The Association shall maintain a current membership list listing of all Members, the current mailing address for each member to which notice of meetings of the Association shall be sent, and, in the case of multiple owners of a Unit, the Member, if any, designated to cast any or all of the votes pertaining to such Unit. Each Member shall promptly provide written notice to the Association of any transfer of its Unit and of any change in such Member's name or current mailing address.

ARTICLE IV: VOTING RIGHTS OF MEMBERS

Section 4.0. Voting By Members. Each Member shall have one (1) vote for each Unit owned by the Member.

Section 4.1. Dispute Between Multiple Owners. As stated in Section 3.1. above, multiple owners of any Unit shall only be entitled to jointly cast a single membership vote in any vote taken of the Members of the Association. The single vote of such multiple owners may be cast as they unanimously agree among themselves. In the event there is no such unanimous agreement among such multiple owners, and in the further event clear and adequate notice of such disagreement is given to the Association prior to the time or deadline for the casting of votes by all Members, then the vote of such Member (i.e., the single vote of the multiple owners who fail to unanimously agree) shall be disqualified and such vote shall not be taken in to consideration when calculating any quorum or required number of votes. In such notice of disagreement among the multiple owners is not timely or properly given as provided above, then the vote cast on behalf of the said single Membership shall be valid and counted.

Section 4.2. Proxies. In any vote taken of the Members of the Association, each Member may vote in person or by proxy. All proxies shall be in writing, signed by the Member giving such proxy, and filed with the Secretary of the Association either prior to or at the time of the vote in question. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a mortgagee or tenant of a Unit.

ARTICLE V: MEETINGS OF MEMBERS

Section 5.0. Annual Meetings. An annual meeting of the Members shall be held on the second Monday of the first December after the Declarant has ceased to control the Association. Thereafter, regular annual meetings of the Members shall be held on the second Monday of December of each succeeding year. The date of the annual meeting can be changed to such other reasonable date or time within thirty (30) days of such date as directed by the Board of Directors upon at least fifteen (15) days written notice to all Members, unless all business which would otherwise come before such annual meeting is handled by written ballot pursuant to Section 5.7.

Section 5.1. Special Meetings. Special meetings of the Members may be called at any time by the President, the Board of Directors, and/or upon written request of the Members holding at least one-third (1/3) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

Section 5.2. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary-Treasurer of the Association or by any person authorized to call the meeting, by mailing copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Member that signs a waiver of notice of such meeting.

Section 5.3. Quorum. Members holding one-half (1/2) of the votes entitled and eligible to be cast, whether in person or by proxy, shall constitute a quorum

at the meeting of the Members. If such quorum shall not be present or represented at any meeting the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5.4. Majority Vote. Unless otherwise specified in the Declaration, these Bylaws, the Articles of Incorporation, or Wisconsin Condominium Ownership Act, a majority of the votes entitled to be cast by the Members present in person or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members.

Section 5.5. Waiver of Notice. A Member may waive notice of any meeting of the Members, before or after such meeting. The waiver must be in writing, contain the same information that would have been required in the notice (except that the time and place of the meeting need not be stated), be signed by the Member and be delivered to the Association for inclusion in the corporate records. A Member's attendance at a meeting, in person or by proxy, waives objection to lack of notice or defective notice, unless the Member at the beginning of the meeting or promptly upon arrival, objects to holding the meeting or transacting business at the meeting.

Section 5.6. Location of Meetings. All meetings of the Members shall be held at a place in Racine County, Wisconsin, at such specific locations as may from time to time be designated in the written notice of each such meeting.

Section 5.7. Vote by Written Ballot. At the discretion of the Board of Directors, any vote that may be taken at an annual or special meeting of the Members may be conducted by written ballot mailed to the Members. This shall include, but not be

limited to, the election of officers and directors of the Association. Votes may be taken by written ballot in lieu of the annual meeting, unless one-third (1/3) of the Members object in writing to the ballot and request that the annual meeting actually be held. With regard to any such vote by written ballot:

- a.) Written ballots setting forth each proposed action and providing an opportunity to vote for or against each proposed action shall be mailed to all Members in the manner described in Section 5.2 of these Bylaws;
- b.) An addressed return envelope, shall be included with the written ballot to facilitate the return mailing of the ballot;
- c.) Approval of any action by written ballot under this Section 5.7 shall be valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast would be the same as the number of votes cast by ballot.
- d.) The written ballot shall clearly indicate:
 1. The number of responses needed to meet the quorum requirements.
 2. The percentage of approvals necessary to approve each matter other than election of Officers/Directors.
 3. The time by which a ballot must be received by the corporation in order to be counted.

4. Whether the written ballot is in lieu of the annual meeting and, if so, that an annual meeting will actually be held if requested by one-third (1/3) of the Members.
- e.) The deadline for receipt by the Association of the completed written ballot shall be at least fifteen (15) days but not more than thirty (30) days after the date of the mailing of the ballot to all Members; and
- f.) The written ballots actually received by the Association as of the voting deadline shall be counted to determine the vote on the matter in question.

ARTICLE VI: POWERS AND DUTIES OF MEMBERS

Section 6.0. Annual Election of Officers/Directors. Officers of the Association shall be elected annually by the Members, at their annual meeting, or by written ballot in lieu of the annual meeting. The candidate for each office receiving the highest number of votes shall be elected.

Section 6.1. Special Election of Officers/Directors. The Members shall conduct a special election to election to elect new Officers/Directors at any time a special meeting is called for such purpose by at least one-third (1/3) of the Members. In the event such a special election is so requested, a special meeting as described in Section 5.1 of these Bylaws shall be held, unless the election is to be conducted by written ballot pursuant to Section 5.7 above. The candidate for each office receiving the highest number of votes shall be elected, and all Officers/Directors elected at such special election shall then immediately take office, in the place of the Officer/Directors then occupying such office for the remainder of his or her term.

Section 6.2. Review of Budget. The Members may review and modify the proposed budget of the Association prior to the Board of Directors issuance of any assessment.

Section 6.3. Votes on Other Matters. The Members shall vote on amendments to these Bylaws and the Declaration and on such other matters as may from time to time be requested by the Board of Directors.

Section 6.4. Obligations of Members. All Members shall fully and timely comply with all duties and obligations as may from time to time be imposed upon them by:

- a.) The Articles of Incorporation of the Association;
- b.) The Bylaws of the Association;
- c.) The Declaration; and
- d.) All resolutions, rules and regulations properly adopted by the Board of Directors or Members of the Association.

ARTICLE VII: OFFICERS AND DIRECTORS

Section 7.0. Officers of the Association. The Association shall have the following officers:

- a.) President
- b.) Vice-President
- c.) Secretary-Treasurer.

Section 7.1. Directors of the Association. Each Officer described in Section 7.0 of these Bylaws shall be a Director of the Association, and all such Officers/Directors shall together constitute the Board of Directors of the Association.

Section 7.2. Term of Office. Each Officer/Director shall have a term of office of one (1) year, unless a special election is sooner held pursuant to Section 6.1 of these Bylaws. Notwithstanding the previous sentence, however, the Initial Officers/Directors of the Association, as designated by these Bylaws and/or the Articles of Incorporation of the Association, shall hold such offices for the term specified in Article VIII of these Bylaws.

Section 7.3. Vacancies. In the event of a vacancy of any office/directorship, such vacancy shall be filled by the Board of Directors. Any such Officer/Director so appointed to fill a vacancy shall hold such office for the balance of the term of such office.

Section 7.4. No Compensation. No Officer/Director shall receive compensation for any service the Officer/Director may render to the Association, unless specifically approved by a three-quarter (3/4) majority vote of the Members. An Officer/Director may be reimbursed by the Association, however, for any actual expenses incurred by the Officer/Director, provided that such reimbursement is approved by the Board of Directors.

Section 7.5. Only Members Eligible. Except for the Initial Officers/Directors, only Members of the Association are eligible to be an Officer/Director of the Association.

Section 7.6. Dual Offices Prohibited. No Member may, at any one time, hold more than one of the offices specified in Section 7.0 of these Bylaws, except that the same Member shall hold the offices of Secretary-Treasurer.

ARTICLE VIII: INITIAL OFFICER

Section 8.0. Designated Persons. As specified in the Articles of Incorporation, the Initial Directors of the Corporation are:

- | | | |
|-----|------------------|--|
| a.) | John A. Holding | 5230 Nicholson Road
Franksville, WI 53126 |
| b.) | Joseph Borzynski | P.O. Box 133
Franksville, WI 53126 |
| c.) | Kathy DeMatthew | 2908 Chatham Street
Racine, WI 53402 |

Section 8.1. Offices Held. The persons designated in above Section 8.0 shall be the Initial Officers/Directors of the Corporation as described in Sections 7.0 and 7.1 of these Bylaws. Such designated persons shall, in addition to constituting the Board of Directors of the Corporation, hold the following respective offices:

- | | | |
|-----|----------------------|------------------|
| a.) | President: | John A. Holding |
| b.) | Vice-President: | Joseph Borzynski |
| c.) | Secretary-Treasurer: | Kathy DeMatthew |

Section 8.2. Term. Notwithstanding any other terms or provisions of these Bylaws to the contrary, after two (2) Units have been sold to owners other than the Declarant, the owners of Units other than the Declarant shall have the sole right to elect the person to serve as Vice President of the Corporation and to fill the corresponding directorship. The above-described Initial President and Secretary-Treasurer shall continue to hold such offices and serve as directors of the Corporation until the earlier of: (1) the date which is three (3) years from the date on which the Declaration was recorded; or (2) such time as twenty-five (25%) percent of the Units (excluding any Units created by expansion) have been sold by the Declarant.

Section 8.3. Vacancies and Replacement. Until the end of the term specified in Section 8.2 above, the Initial Officers/Directors shall have sole discretion in the filing of any vacancy that may occur in any offices specified in these Bylaws, except that after two (2) Units have been sold to owners other than the Declarant, the owners of the Units other than the Declarant shall have the sole right to fill any vacancy in the office of the Vice President of the Corporation and the corresponding directorship. In the event of an appointment to fill such a vacancy, the appointed person shall, for the purposes of these Bylaws, be deemed an Officer/Director of the Association as if originally designated as such.

Section 8.4. Removal. Prior to the expiration of the period of Declaration control as described in Section 8.3 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members.

ARTICLE IX: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 9.0. Management of the Affairs of the Association. The affairs of the Association shall be managed by the Board of Directors.

Section 9.1. Regular Meetings. The Board of Directors shall meet at such time, with such frequency and at such location as the Board of Directors may from time to time provide by resolution adopted by the Board. No prior notice shall be required for such regular meetings other than such resolution of the Board of Directors.

Section 9.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by at least two (2)

directors. Such a special meeting of the Board of Directors shall be held at such time, place, and location as may be specified in either a written notice or an oral notice of such meeting which shall be given to all Directors.

Section 9.3. President to Preside. The President shall preside over all meetings of the Board of Directors and/or meetings of the Members. In the event the President is not present at a meeting, then the Vice President shall preside.

Section 9.4. Quorum and Votes Required. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 9.5. Powers of Board. The Board of Directors shall have full power and authority to:

- a.) Manage all of the affairs of the Association;
- b.) Exercise on behalf of the Association all of the power and authority of the Association;
- c.) Adopt and implement such resolutions, rules and/or regulations, as the Board may from time to time deem appropriate, regarding the rights, duties and responsibilities given to the Association under the Declaration and/or its Articles of Incorporation and/or these Bylaws (which shall include, but not be limited to, the regulation, management, control, maintenance and care for that real estate designated as "Common Elements" in the Declaration);

- d.) Adopt and implement the budget for the Association, subject to approval of the Members pursuant to Section 6.2;
- e.) Subject to the provisions of the Declaration, impose, assess, and/or levy such fees, charges and/or assessments upon the Members and/or their Units as the Board may from time to time deem reasonably necessary for (i) the implementation of the Association's budget, and/or (ii) the enforcement of all obligations and duties imposed in these Bylaws upon the Members. This shall include, but not in any manner be limited to, the full power and authority granted to the Association in the Declaration; and
- f.) Take any and all other action within the powers granted to the Association as may be allowed under the laws of the State of Wisconsin and these Bylaws.

Section 9.6. Action by Unanimous Written Consent. The Board of Directors may take any action without a meeting as provided by Section 181.0821 of the Wisconsin Statutes, by obtaining in writing the consent of all of the Members of the Board of Directors to the action in question. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE X: POWERS AND DUTIES OF OFFICERS

Section 10.0. General Duties. The duties of the Officers of the Association shall be (i) such regular duties as usually pertain to each respective office, (ii) such other duties as may be prescribed for an Officer in these Bylaws, and (iii) such other duties as the Board of Directors may from time to time delegate to each Officer.

Section 10.1. The President. The President shall be the Association's chief executive officer and, subject to the Board's control, shall have general supervision of the affairs of the Association including, but not limited to, the authority to sign, execute and deliver in the Association's name all instruments deemed necessary or advisable by the president in the ordinary conduct of the Association's normal business.

Section 10.2. The Vice President. In the President's absence, the Vice President shall perform the duties of the President, and when so acting, shall have all of the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the President or by the Board.

Section 10.3. The Secretary/Treasurer. The Secretary/Treasurer shall keep a record of the proceedings of the Board, and shall safely and systematically keep all books, papers, records and documents belonging to the Association, or in any way pertaining to the business thereof. The Secretary/Treasurer shall also keep and account for all moneys, credits and property, of any and every nature, of the Association, which shall come into his hands, and keep an accurate account of all moneys received and disbursed, and proper vouchers for moneys disbursed, and render such accounts, statements and inventories of moneys received and disbursed, and of money and property on hand, and generally of all matters pertaining to this office, as shall be required by the Board. Votes at all meetings shall be counted by the Secretary Treasurer.

Section 10.4. Records Open to Inspection. Upon reasonable advance notice and during reasonable hours, the Officers of the Association shall allow any Member of

the Association to inspect any books, records, minutes, papers and membership lists of the Association. The Declaration, the Articles of Incorporation, and Bylaws shall all be available for inspection by any Member, mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI: MISCELLANEOUS PROVISIONS

Section 11.0. Amendments to Bylaws. As required by Section 181.0206 of the Wisconsin Statutes, these initial Bylaws of the Association are adopted by the Board of Directors. Thereafter, these Bylaws may be amended in whole or in part by either:

- a.) A three-quarters (3/4) majority vote of the Members; and/or
- b.) A unanimous vote of the Board of Directors. No bylaw adopted by the Members, however, may be amended or repealed by the Board of Directors.

Section 11.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December each year.

ARTICLE XII: BUDGET, ASSESSMENTS, LIENS, AND ANNUAL REPORT

Section 12.0. Reservation of Rights. The Association shall have the right to assess the Units and charge the Members as set forth in the Declaration. The terms and provisions contained in this Article XII are in addition to any and all other rights, entitlements, power and authority of the Association as set forth in the Declaration, and shall not in any manner be deemed to limit or restrict any such other rights, entitlements, power or authority.

Section 12.1. Assessments. The Association, by action of the Board, and subject to the Board's duty to submit a budget to the Members for approval, shall have

the right to assess the Units and charge the Members their Percentage Interest for all Common Expenses, including, but not limited to costs relating to:

- a.) The administration, insurance, maintenance, upkeep and repair of the Common Elements and for costs relating to the establishment of reserves for repair and replacement of the same. Each Member shall pay as an assessment a share of the Common Expenses, including, but not limited to, expenses for maintenance, repair, replacement, administration and operation of the Common Elements in the same proportion as the Member's Percentage Interest.
- b.) For costs related to the perpetual restoration, management and monitoring of the Common Elements.
- c.) For any other costs incurred by the Association during the course of its functioning and operation including, but not limited to, costs and expenses incurred by the Association in the enforcement of this Declaration against Members, including attorneys' fees incurred by the Association in connection with such enforcement.

Section 12.2. Collection of Assessments. The Association shall have the exclusive right to collect or enforce the collection of charges and/or assessments made by the Association. All charges and/or assessments which are not paid within thirty (30) days of when due, shall incur a late charge of one and a half (1 ½ %) percent per month until paid in full. Additionally, the Association may: (i) impose and/or levy such other reasonable fees, charges, and assessments as the Association may from time to time elect, against the Members for the purpose of obtaining compliance with the duties and

obligations imposed upon the Members by the Act, the Declaration, these Bylaws, or the Rules and Regulations; and (ii) to the extent and in the manner allowed by law, and in addition to any other remedies that may be available under the law, impose liens on the Units of the Members for the purpose of obtaining payment of any amounts owed the Association. The Association shall have the right to bring any and all actions and proceedings for the collection of any amounts due the Association and/or for any other remedy deemed appropriate by the Association. Where there are multiple Members of any Unit, each of the multiple Members shall be personally (jointly and severally) liable to the Association for any such delinquent amount due, and, without any limitation on availing itself of any other actions or remedies allowed herein or by law, the Association may seek and obtain a personal money judgment against each such Member for such delinquent amount. Further, in addition to any other remedy, and in addition to any other damages and/or delinquent amounts the Association may be entitled to recover, the Association shall also be entitled to recover, whether by legal action and/or by further assessment against the delinquent Member and/or by a lien on the delinquent Member's Lot, all costs of collection and reasonable attorneys' fees incurred by the Association regarding such delinquency.

Section 12.3. Suspension of Privileges. In the event a Member fails to fully pay the Association all monies due the Association on or before the date upon which such moneys are due, or in the event a Member otherwise fails to fulfill any other obligation or duty imposed by these Bylaws, then all rights and privileges of the delinquent Member with respect to the Association and his/her Membership in the Association shall be automatically suspended unless and until such delinquency is fully paid and/or cured.

Any such suspension of rights, however, shall not in any manner release the delinquent Member from any financial obligations imposed under the terms of these Bylaws and/or the Declaration, whether such financial obligations presently exist or are imposed in the future.

Section 12.4. Assessments on Declarant Units. Notwithstanding the foregoing, the Association may not assess, collect or enforce the collection of charges and/or assessments against any Unit held by the Declarant until such time as a single-family dwelling is constructed on said Unit.

Section 12.5. Annual Report. Each January, the Board of Directors shall approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Member during the year.

Section 12.6. Statutory Reserve Account. All funds collected to fund a statutory reserve account shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing Common elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invest only in those investments allowed by law.

ARTICLE XIII: INDEMNIFICATION

Section 13.0. Persons Indemnified. The Association shall, to the fullest extent allowed by the laws of the State of Wisconsin, indemnify and/or reimburse all costs and expenses incurred by the following persons while performing their duties

and/or responsibilities on behalf of the Association and/or while, in any other manner, acting on behalf of the Association:

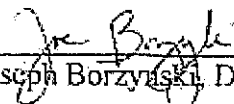
- a.) The Officers/Directors of the Association (including the Initial Officers/Directors specified in Article VIII of these Bylaws);
- b.) The Members of any other committee that may from time to time be created by the Officers/Directors;
- c.) Any other person or party acting on behalf of the Association with the authorization of the Officers/Directors of the Association.

Section 13.1. Broad Scope of Indemnification. The Association shall indemnify the persons specified in the above Section 13.0, to the fullest extent allowed by the laws of the State of Wisconsin, for any and all costs and expenses, of any nature whatsoever, incurred as a result, whether directly or indirectly, of such persons performing their duties and/or responsibilities pursuant to the Declaration and/or on behalf of the Association and/or while, in any other manner, acting on behalf of the Association. This shall expressly include, but not be limited to, any damages, judgments or any other type of liability, and/or reasonable attorneys' fees incurred. It is the express intent of Article XIII that the indemnification provided herein shall be as full and complete as permissible under the law, and limited only by any specific limitations that may be expressly contained in the applicable laws of the State of Wisconsin. Additionally, it is the express intent of this Article XIII to expand, to the fullest degree permissible under the laws of the State of Wisconsin, the nature, type and extent of indemnification provided for and allowed under Chapter 181 of the Wisconsin Statutes and/or any other laws of the State of Wisconsin.

IN WITNESS WHEREOF, we, being all of the Initial Directors of Heartland
Village Condominium Association, Inc., as named in the Articles of Incorporation, have
hereunto set our hands this 15th day of June, 2007.



John A. Helling, Director



Joseph Borzyński, Director



Kathy DeMatthew, Director

EXHIBIT A

Units 101, 102, 201, 202, 301, 302, 401, 402, 501, 502, 601, 602, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302, 1401, 1402, 1501, 1502, in HEARTLAND VILLAGE CONDOMINIUMS ADDENDUM NO. 1, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Heartland Village Condominium Addendum No. 1", dated May 3, 2007 and recorded the 3rd day of May, 2007, in the Office of the Register of Deeds from Racine County, Wisconsin, as Document No. 2130465; and any further amendments thereto, and by a Condominium Plat thereof, together with the undivided percentage interest in all common elements as specified for such unit in the aforementioned Declaration of Condominium. Said land lying and being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

With Parcel Identification Numbers

151-03-22-09-006-010
151-03-22-09-006-020
151-03-22-09-006-030
151-03-22-09-006-040
151-03-22-09-006-050
151-03-22-09-006-060
151-03-22-09-006-070
151-03-22-09-006-080
151-03-22-09-006-090
151-03-22-09-006-100
151-03-22-09-006-110
151-03-22-09-006-120
151-03-22-09-006-130
151-03-22-09-006-140
151-03-22-09-006-150
151-03-22-09-006-160
151-03-22-09-006-170
151-03-22-09-006-180
151-03-22-09-006-190
151-03-22-09-006-200
151-03-22-09-006-210
151-03-22-09-006-220
151-03-22-09-006-230
151-03-22-09-006-240
151-03-22-09-006-250
151-03-22-09-006-260
151-03-22-09-006-270
151-03-22-09-006-280
151-03-22-09-006-290
151-03-22-09-006-300