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BY-LAWS OF
SPENCER VILLAGE CONDOMINIUM
HOMEOWNERS' ASSOCIATION, INC.

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BY-LAWS

OF

SPENCER VILLAGE CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Name, Address and Purpose

Pursuant to the Articles of Incorporation of Fox Landing Condominium Homeowners' Association, Inc., and the Condominium Declaration for Spencer Village Condominium recorded in the office of the Register of Deeds for Outagamie, Wisconsin (hereinafter called "Declaration") by Bechard Construction, Inc., which is a non-stock and non-profit corporation, (together with its successors and assigns hereinafter called "Declarant"), the following are adopted as the By-Laws of the Spencer Village Condominium Homeowners' Association, Inc. (hereinafter sometimes referred to as "Association"), which is a non-profit corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements (hereinafter called the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the Laws of the State of Wisconsin and subject to the terms and conditions of the Declaration. Association includes units 61 - 98 of "Areas A & B" and units 38 & 40 of "Area D" (see page 6 of declaration).

These By-Laws shall be binding on the Unit Owners, their heirs, administrators, personal representatives, tenants, successors and assigns.

The address of Spencer Village Condominium Homeowners' Association, Inc. shall be P.O. Box 2841, Appleton, Wisconsin 54913-2841, until changed by amendment of these By-Laws.

ARTICLE II

Members, Voting and Meetings

2.1 Members. The corporation shall have one (1) class of members, and the rights and qualifications of the members are as follows:

(a) Members.

1. Defined. Members shall be all Unit Owners, and shall have one (1) vote for each Unit owned. Every Unit Owner upon acquiring title shall automatically become a member of the Association and shall remain a member thereof until such time as

his/her ownership of such unit ceases for any reason, at which time his/her membership in the Association shall automatically cease.

2. One (1) Membership Per Unit. One (1) vote shall exist for each Unit. If title to a unit is held by more than one (1) person, the membership related to that Unit shall be shared by such owners in the same proportionate interest and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split and shares of membership interest must be voted pursuant to the nomination contained in the membership list.

3. Membership List. The Association shall maintain a current membership list showing the membership pertaining to each Unit and the person designated to cast the one (1) vote pertaining to such unit. Only one (1) person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

4. Transfer of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit, date of transfer, name of the person designated to vote and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the membership list effective as of the date of transfer.

2.2 Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of fifty-one (51) percent of the votes entitled to vote. Votes may be cast in person or by proxy in accordance with the designation in the membership list. The act of a majority of votes presented in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his/her address as it appears on the books of the Association and

shall be mailed or personally delivered not less than five (5) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. This annual meeting shall be held on the first (1st) Tuesday in November of each year beginning in 1995 or such other time and date as may be established by the Board of Directors for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two (2) members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III

Board of Directors

3.1 Number and Qualifications of Directors. The initial Board of Directors shall consist of seven (7) persons appointed by the Declarant, who need not be Unit Owners, to serve until the first annual meeting of the corporation. This provision is subject to the requirement of 703.15(2)(d), Wis. Stats., which provides for certain association meetings to elect directors as portions of the common element interest are conveyed. The initial Board of Directors may be changed by the Declarants at any time prior to the first annual meeting of the corporation.

3.2 Power and Duties of the Board of Directors. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws.

3.3 Nomination, Election and Term of Directors. At the first annual meeting of the Association, the members shall elect seven (7) directors from among the Unit Owners to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

(a) Three (3) directors whose term will expire after one (1) year at the next annual meeting of the Association.

(b) Four (4) directors whose term will expire after two (2) years, at the second annual meeting of the Association, after their election.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a

term of two (2) years or until their successors are duly elected and qualified or until any of said directors shall have been removed in the manner herein provided so that the term of one (1) class of directors shall expire in each year.

The Association may accept nominations for directors any time that vacancies exist or any time within sixty (60) days prior to the expiration of any term of office.

3.4 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal by a vote of the members shall be filled by a 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 until the successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 Removal of Directors. At any regular or special meeting duly called, any one (1) or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast, and a successor may then and there be elected to fill the vacancy thus created.

3.6 Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held fifteen (15) days after the annual meeting of the members. Notice of the regular meetings of the Board of Directors shall not be required.

3.7 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by any two (2) directors on three (3) days' written notice to each director given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.8 Waiver of Notice. Before, at or after any meeting of the Board of Directors, 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/her of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.9 Quorum of Directors and Adjournments. At all meetings of the Board of Directors, four (4) or more of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which

might have been transacted at the meeting as originally called may be transacted.

3.10 Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

Officers

4.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice President, Secretary, and Treasurer to be elected annually by the Board of Directors. Upon the affirmative vote of the majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his/her successor shall be elected at the regular meeting of the Board of Directors or at any special meeting called for that purpose. Any two (2) or more offices, except a combination of the offices of President and Secretary, and a combination of the offices of President and Vice President may be held by the same person.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He/She shall preside at all meetings of the Association and of the Board of Directors. He/She shall have all the general powers and duties which are usually vested in the office of the President including, but not limited to, the power to sign, together with the Secretary or any other officer designed by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If both the President and Vice President are unable to act, the Board of Directors shall appoint some other 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/her by the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall count votes at meetings of the Association and shall have charge of the Association's books and records and shall, in general, perform all duties incidental to the office of the Secretary.

4.5 Treasurer. The Treasurer or the managing agent shall

have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He/She shall be responsible for the deposit of all moneys and all 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 of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

4.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him/her as a director or officer of the Association if such person(s) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his/her own affairs, or took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he/she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he/she may be entitled as a matter of law.

4.7 Compensation. No director or officer of the corporation shall receive any fee or other compensation or reimbursement for services rendered or expenses incurred for or on behalf of the Association, except upon specific resolution by a majority vote of the members.

ARTICLE V

Operation of the Property

5.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property in accordance with the Declaration, the Articles of Incorporation and these By-Laws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and such common areas and facilities by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration. The Association members, their lessees or guests and any occupants of the Units shall conform to and abide by all such rules and regulations. The Association, through its Board of Directors, shall designate such means of enforcement thereof as it deems necessary and proper.

The rules and regulations may be altered and amended or repealed in the same manner as these By-Laws. (See Article VIII).

5.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association for operation and maintenance of the Condominium and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Condominium Units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the Condominium as set forth in the Declaration. The only exceptions shall be that repairs and maintenance to the buildings housing the Condominium Units, and insurance premiums for Common Elements, shall be assessed to each Unit Owner in proportion to the percentage that each Unit Owner's square footage bears to the total square footage of all Condominium Units. Square footage shall be determined by measuring from the exterior of outer walls and from the center of interior division walls. The common charges shall be prorated and paid monthly to the Association on or before the fifth day of each month or quarterly in advance at the option of the Association. If not paid on or before the due date, the charges shall bear interest at the rate of one and one-half (1-1/2) percent per month until paid in full. (see Exhibit "A" for a list of common elements/expenses)

5.4 Operating Budget. The annual operating budget shall provide for two (2) funds, one which shall be designated the "Operating Fund" and the other the "Reserve Fund". The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the costs of maintenance of the common elements, management services, insurance, common services, administration, materials and supplies. The reserve fund is non-refundable and may contain accumulations. This amount shall then be maintained until used for extraordinary maintenance and repair expenses. Thereafter assessments can be levied so as to re-establish this reserve fund. The Association shall attempt to maintain the reserve fund at \$25,000. Assessments may be modified accordingly.

The reserve fund shall be used for painting, major repairs and renovation of the common elements. The reserve fund shall be used for contingencies and periodic expenses such as painting and renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged to each owner in proportion to his/her ownership

interest as set forth in the Declaration.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The Unit Owner or Owners responsible for any lien which is paid by the Association shall be specially assessed for the amount thereof.

The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common elements. The full amount of the costs of any such maintenance or repair shall be specially assessed to the Unit Owner responsible therefore.

The annual budget shall be prepared and determined by October 1 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of association dues payable for each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common dues are based to each member.

If, within fifteen (15) days after the annual membership meeting, a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based and the petition is signed by members representing more than fifty (50) percent of the membership entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty (50) percent of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the one previously established provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two (2) years and provided, further, that if a budget and charges have not been established and made for any two (2) preceding years, then the budget and charges may not be revised downward until two (2) years of experience exist.

5.5 Default. If a member of the Association is in default in payment of any charges of assessments for a period of more than thirty (30) days, the Board of Directors in the name of the Association may bring suit for and on behalf of the Association as representative of all members to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest together with reasonable attorneys' fees.

5.6 Vote of Unit Owner in Default. No Unit Owner may vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the person's Unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

5.7 Capital Improvements. The Association may make capital improvements, such as the construction of additional amenities, costing in excess of \$20,000.00 only upon a two-thirds (2/3) vote of all Condominium Units Owners. This paragraph is not intended to apply to repair and maintenance expenses which shall be controlled by the Board of Directors.

ARTICLE VI

Duties and Obligations of the Unit Owners

6.1 Rules and Regulations. The Units and the common elements and facilities and limited common elements (hereinafter in these paragraphs sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws and the rules and regulations of the Association, including the following:

(a) Use. No Unit Owners shall occupy or use his/her Unit or the limited common elements appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence.

(b) Obstructions. There shall be no obstruction of the common elements and facilities and nothing shall be stored therein without the prior consent of the Association.

(c) Increase of Insurance Rates. Nothing shall be done or kept in any Unit or in the commons which will increase the rate of insurance on the commons without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his/her Unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons or which would be in violation of any law or ordinance.

(d) Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the commons without the prior consent of the Association.

(e) Noxious Activity. No Noxious or offensive, nor any public or private nuisance, shall be carried on in any Units or in the commons nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(f) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the commons, except upon the written consent of the Association.

(g) Conflict. The above rules and regulations and those

which may be hereafter adopted by the Association are in addition to the Declaration, and in the event of conflict, the Declaration shall govern therein.

6.2 Maintenance and Repair of Units. Every Unit Owner must perform properly or cause to be performed all maintenance and repair work within his/her own Unit which, if omitted, would affect the project in its entirety or in a portion belonging to the other owners, and such owner shall be personally liable to the Association for any damages caused by his/her failure to do so.

6.3 Listed Common Elements. Every Unit Owner must maintain the limited common elements appurtenant to his/her Unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without prior written consent of the Board of Directors of the Association. Every Unit Owner shall have the right to decorate the limited common elements appurtenant to his/her Unit in a nonstructural manner, provided that decorations that are visible to other Units or to the public shall have the prior written approval of the Board of Directors of the Association. (see Exhibit "B" for a list of limited common elements)

ARTICLE VII

General

7.1 Fiscal Year. The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

7.2 Corporate Seal. The corporation shall have no seal.

ARTICLE VIII

Amendments

8.1 By Members. These By-Laws may be altered, amended or released and new By-Laws may be adopted by the members at any meeting called for such purpose by an affirmative vote of two-thirds (2/3) of all votes entitled to be cast.

8.2 Rights of Declarant. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws or the Declaration.

ARTICLE IX

Miscellaneous

9.1 Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him/her of such Unit or other evidence of his/her title thereto and shall file such lease with and present such other evidence of his/her title to the Board of Directors, and the Secretary shall maintain all such information in the record of the ownership of the Association.

9.2 Mortgages. Any Unit Owner who mortgages his/her Unit or any interest therein shall notify the Board of Directors of the name and address of his/her mortgagee and also of any release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any Unit or interest therein shall report to such person the amount of any assessments against such Unit then due and unpaid.

9.3 Indemnity of Officers and Directors. Every person who is or was a director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him/her in connection with or resulting from any claim, action, suit or proceedings, including criminal proceedings, to which he/she is made or threatened to be a party by reason of his/her being or having been such director or officer, except as to matters as to which he/she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence, willful misconduct or criminal conduct in the performance of his/her duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner or with any limitations any employee or former employee of the Association with respect to any action taken or not taken in his/her capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses provided, however, that nothing in this Article IX contained shall be deemed to obligate the Association to indemnify any member or owner of a Condominium Unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him/her under and by virtue of the Declaration, the Condominium Ownership Act, the Articles of Incorporation and By-Laws of the Association, as a member of the Association, or owner of a Condominium Unit covered thereby.

9.4 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration of said Condominium Ownership Act.

9.5 Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

9.6 No Vested Interest in Operating or Reserve Funds. Owners shall have no vested interest in or shall they be entitled to withdrawals from either the operating fund or the reserve fund created hereby. Upon sale or other disposition of a Unit, said funds shall remain intact, and a new owner shall not be additionally assessed for improvements for which the prior owner has been assessed and the assessment has been paid.

9.7 No Waiver. Failure of the Association or members to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of these By-Laws, or to exercise any right or options contained herein, or to serve any notice or institute any action, shall not be construed as a waiver or relinquishment for the future of such terms, covenants, conditions or restrictions, all of which shall remain in full force and effect.

9.8 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision of these By-Laws.

ARTICLE X

Association Mailing Address

Spencer Village Condominium Homeowners' Association
P.O. Box 2841
Appleton, WI 54913-2841

These By-Laws have been duly accepted and adopted by the
Board of Directors this 11th day of December, 1997.

Robert Paradowski
Robert Paradowski, Director

Dolores B. Kading
Dolores Kading, Director

James DeWolf
James DeWolf, Director

Sharron Huss
Sharron Huss, Director

2.3 Time, Place, Notice and Calling of Members' Meetings.

Written notice of all meeting stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his/her address as it appears on the books of the Association and shall be mailed or personally delivered not less than five (5) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. **The annual meeting shall be held on the first Wednesday of November or any day of the first week of November** or such other time as may be established by the Board of Directors for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two (2) members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with a one-third (1/3) or more of all votes entitled to be cast. *Revised 11/2003 Revised 11/2017*

4.7 Compensation

No director or officer of the corporation except the holder of the combined office of Secretary/Treasurer shall receive any fee or other compensation or reimbursement for services rendered or expenses incurred for or on the behalf of the Association, except upon specific resolution by a majority vote of the members. *Revised 11/1998*