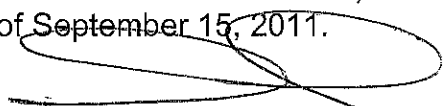


**ADOPTION OF AMENDED AND RESTATED BYLAWS
FOR
MINOR'S HOMESTEAD WEST HOMEOWNERS ASSOCIATION, INC.
(A Nonstock, Nonprofit Corporation – Effective September 15, 2011)**

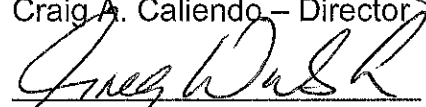
The undersigned, constituting the current Board of Directors for MINOR'S HOMESTEAD WEST HOMEOWNERS ASSOCIATION, INC. (the "Association"), hereby adopt the following resolution effective September 15, 2011:

RESOLVED, that the Amended and Restated Bylaws for MINOR'S HOMESTEAD WEST HOMEOWNERS ASSOCIATION, INC., in the form attached hereto and incorporated herein by this reference, is hereby adopted as the Bylaws for the Association.

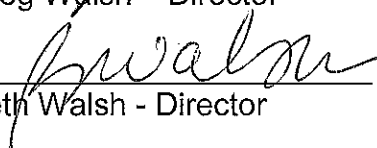
IN WITNESS WHEREOF, the undersigned execute this Resolution effective as of September 15, 2011.



Craig A. Caliendo – Director



Greg Walsh – Director



Beth Walsh - Director

**AMENDED AND RESTATED BY-LAWS
OF
MINOR'S HOMESTEAD WEST HOMEOWNERS ASSOCIATION, INC.**
(A Nonstock, Nonprofit Corporation – Effective September 15, 2011)

**ARTICLE I
NAME AND LOCATION**

The name of the Association is MINOR'S HOMESTEAD WEST HOMEOWNERS ASSOCIATION, INC. , hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be 522 Valhalla Drive, Mukwonago, WI 53149, but meetings of Members and Directors may be held at other places within the State of Wisconsin.

**ARTICLE II
DEFINITIONS**

The following terms used in these Bylaws shall have the meanings set forth below:

"Association" shall mean and refer to MINOR'S HOMESTEAD WEST HOMEOWNERS ASSOCIATION, INC. a corporation formed under the nonstock corporation statute, Chapter 181. Wisconsin Statutes, its successors and assigns.

"Common Elements" shall mean and refer to: (i) all land within the Subdivision other than the Lots and those areas which are dedicated and conveyed to the City of Mukwonago for public streets; and (ii) those areas of the any Lot which are subject to an easement for the benefit of all Owners of lots in the Subdivision.

"Declaration" shall mean and refer to the Declaration of Restrictions and Easements for Minor's Homestead Subdivision additions 1, 2 and 3 and any future additions applicable to the Subdivision, to be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

"Developer" shall mean and refer to Minor's Homestead, LLC, a Wisconsin limited liability company, its successors and assigns.

"Drainage Easement" shall mean those easement areas used for the purpose of constructing and maintaining a storm water drainage system, which are more particularly described and identified in the Declaration and on the Plat.

"Lot" shall mean any lot within the recorded plat for the Subdivision.

"Mortgage" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

“Pedestrian Easement” shall mean those easement areas used for pedestrian walkways, which are more particularly described and identified in the Declaration and on the Plat.

“Screening Easement” shall mean those easement areas used for the purpose of constructing and maintaining landscaping to screen the Subdivision from public streets, which are more particularly described and identified in the Declaration and on the Plat.

“Subdivision” shall mean the land described on the plat of subdivision (the “Plat” for Minor’s Homestead Subdivision Additions 1, 2 and 3 and any added future additions recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin).

ARTICLE III MEETING OF OWNERS

3.1. **ANNUAL MEETING:** The annual meeting of the Owners shall be held in March of each year. The specific date, time and location of the annual meeting shall be selected by the Board of Directors. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

3.2. **SPECIAL MEETING:** Special meetings of the Owners may be called at any time by the Board of Directors or by the President, or upon written request of the Developer or by Owners who are entitled to vote one-fourth (1/4) of all of the votes.

3.3. **PLACE OF MEETINGS:** Meetings of the Lot Owners shall be held at such suitable place convenient to the Owners as may be designated by the Board of Directors,

3.4. **NOTICE OF MEETINGS:** Written notice of each meeting of the Owners shall be given by, or at the direction of, the Secretary or other person authorized to call a meeting, by delivering written notice, either personally or by mail at least ten (10) days before such meeting to each voting Member entitled to vote thereat, last appearing on the books 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. In lieu of such notice, waivers may be accepted from all Owners.

3.5. **QUORUM:** The presence of the meeting of Owners entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat shall have 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.

3.6. PROXIES: At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be effective for a maximum period of one hundred-eighty (180) days (unless granted to a Mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the Owner of his Lot.

3.7. MAJORITY OF LOT OWNERS: As used in these By-Laws, the term "Majority of Lot Owners" shall mean those Lot Owners having more than fifty percent (50%) of the total authorized votes of all Lot Owners present in person or by proxy and voting at any meeting or the Lot Owners.

3.8. ORDER OF BUSINESS: The order of business at all meetings of the Lot Owners shall be as follows:

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

3.9. PARLIAMENTARY PROCEDURE: Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order".

3.10. DEVELOPER'S CONTROL: As long as Developer is the fee title holder to at least one (1) of the Lots, Developer, or a person or persons authorized by it may appoint and remove the Board of Directors and officers of the Association and exercise powers and responsibilities of the Association.

3.11. RIGHTS OF DEVELOPER PRIOR TO TRANSFER: As long as Developer is the fee title holder to at least one (1) of the Lots, Developer may use the Common Elements and any Lot owned by Developer as may facilitate the completion and sale of all Lots contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, maintaining a model home on a Lot, showing of property and erecting and maintaining signs on the Common Area or any Lot owned by Developer.

ARTICLE IV
BOARD OF DIRECTORS SELECTION - TERM OF OFFICE

4.1. NUMBER AND SELECTION: Effective September 30, 2011 and thereafter, the affairs of this Association shall be managed by a Board of five (5) Directors, all of whom shall be an Owner. On September 15, 2011 and simultaneously with the adoption of these Amended and Restated Bylaws, the Developer has appointed all of the Owner-Directors of the Association as set forth in Section 4.2 below. The term for each Owner-Director shall commence on October 1, 2011 and shall terminate as set forth in Section 4.2.

4.2. OWNER-DIRECTORS: Developer has designated the following current Owners to serve on the Board of Directors for the initial terms noted next to their respective names. The term of each Director shall commence on October 1, 2011. Such Board of Directors, or successors to any of them, shall continue to serve until their successors are elected as set forth herein. The names and addresses and term of office of the first full Lot Owner - Board of Directors are:

- 1) LuAnn Hermann - Term: 3 years (10/1/2011 to 9/30/2014)
522 Valhalla Drive
Mukwonago, WI 53149
- 2) Robert Dickey - Term: 3 years (10/1/2011 to 9/30/2014)
506 Valhalla Drive
Mukwonago, WI 53149
- 3) JoLynn Blei - Term: 2 years (10/1/2011 to 9/30/2013)
731 Pinehurst Drive
Mukwonago, WI 53149
- 4) Jamie Soquet - Term: 2 years (10/1/2011 to 9/30/2013)
511 Brockway Drive
Mukwonago, WI 53149
- 5) Greg Daniels - Term: 1 year (10/1/2011 to 9/30/2012)
2002 Jeffy Trail \$103
Madison, WI 537219

4.3. ELECTION AND TERM OF OFFICE: At the expiration of the initial term of office of each respective Owner-Director of the Board of Directors, his/her successor shall be elected by the Owners pursuant to Article III of these Bylaws to serve for a term of three (3) years. Except in the event of death, resignation or removal, each Director shall hold office until his/her successor has been elected by the Lot Owners.

4.4. REMOVAL: Any Director may be removed from the Board, with or without cause, by a majority vote of the Owners of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Owners of the Board and shall serve for the unexpired term of his predecessor.

4.5. COMPENSATION: No Director shall receive compensation for any service he/she may render to the Association as such. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

4.6. ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V MEETING OF DIRECTORS

5.1. REGULAR MEETING: Regular meetings of the Directors shall be held periodically without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

5.2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two-thirds of the Directors, after not less than twenty-four (24) hours notice to each Director.

5.3. QUORUM: A majority of the 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.

5.4. WAIVER OF NOTICE: Any Owner of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Owner of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him/her of the time and place thereof. If all the Owners of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VI POWER AND DUTIES OF THE BOARD OF DIRECTORS

6.1. POWERS: In addition to their other authority, the Directors shall have power to:

- (a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Owners;

- (b) Employ and dismiss employees and agents;
- (c) Adopt and publish rules and regulations governing the use of the Common Elements, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;
- (d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Ownership by other provisions of these By-Laws or the Declaration:
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same;
- (g) Adopt and amend rules and regulations covering the details of the operation and use of the Common Elements;
- (h) Open bank accounts on behalf of the Association and to designate the signatories required therefor;
- (i) Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Owners, Lots offered for sale or lease or surrendered by the Owners to the Board of Directors;
- (j) Purchase Lots at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Lot Owners;
- (k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of the Board of Directors), or otherwise dealing with Lots acquired by and to sublease Lots leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Lot Owners;
- (l) Organize limited liability entities to act as designees of the Board of Directors in acquiring title to or leasing of Lots on behalf of all Owners;

6.2 DUTIES: It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the Annual Meeting of

the Owners, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the Owners who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. But such certificate may not be withheld for non-payment of such charge. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association

(f) Cause all officers, Owners of Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Elements to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Elements;

(i) Suspend the voting rights of an Owner upon the recording of a statement of Association lien on that Owner's Lot. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full;

(j) Grant easements through or over Common Elements;

(k) Make contracts and incur liabilities in connection with the operation of the Common Elements; and

(l) Maintain a current roster of names, telephone numbers and addresses of

all of the Owners.

ARTICLE VII
OFFICERS AND THEIR DUTIES

7.1. **ENUMERATION OF OFFICES:** The officers of this Association shall be a President, Vice-President, and Secretary who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

7.2. **ELECTION OF OFFICERS:** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Owners.

7.3. **TERM:** Each officer of this Association shall be elected annually by the Board and each shall hold office until a successor is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

7.4. **SPECIAL APPOINTMENTS:** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

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

7.7. **MULTIPLE OFFICES:** The offices of Vice-President and Secretary, Vice-President and Treasurer, and Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 7.4.

7.8. **DUTIES:** The duties of the officers shall be as follows:

(a) **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors;

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners and present the minutes of the prior meeting and have all minutes available at all meetings; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the members of the Association together with their addresses and telephone numbers, and shall perform such other duties as required by the Board;

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board or Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Ownership at its regular annual meeting, and deliver a copy of each to the Owners.

ARTICLE VIII COMMITTEES

The Association may appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE IX BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner or any mortgagee. The Declaration, Articles and the By-Laws as well as annual reports of the Association and minutes of annual meetings shall be available for inspection by any Owner or any mortgagee at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X ASSESSMENTS

As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of

delinquency at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgments. In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action, whether or not suit is commenced, shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Elements or abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any assessment becomes delinquent the privilege of paying such assessment in installments shall be terminated. If such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year shall be considered at once, without further notice, due and payable and shall be considered delinquent. If the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

ARTICLE XI ABATEMENT AND ENJOINING OF VIOLATIONS

The violations of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Lot in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of the trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

ARTICLE XII NOTICE OF CONVEYANCE

Within five (5) days after a sale, transfer or conveyance (by land contract, mortgage or otherwise) or any legal or equitable interest in a Lot, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Lot; (c) the purchaser's or mortgagee's name, telephone number and mailing address; and (d) the name and address of the designee of such purchaser, if any; and (e) any other information as may be reasonably requested by the Board.

ARTICLE XIII
CONFLICTS

In case there is any conflict between the provisions of the these By-laws and of the documents listed below, or between the various documents listed below, the documents shall control in the following Order:

- (a) The Declaration;
- (b) The Plat;
- (c) The Articles of Incorporation for the Association;
- (d) These By-Laws

ARTICLE XIV
AMENDMENTS

Prior to the conveyance of all of the Lots by Developer to third-party purchasers, these By-Laws may be amended by: (i) the Developer, acting alone and at its sole discretion; or (ii) the affirmative vote of Lot Owners having seventy-five percent (75%) or more of the votes at a regular or special meeting of the Owners, provided that the Developer expressly consents to such amendment. After the Developer has conveyed all of the Lots in the Subdivision, these By-Laws may be amended by the affirmative vote of Lot Owners having seventy-five percent (75%) or more of the votes at a regular or special meeting of the Owners.

ARTICLE XV
FISCAL YEAR

The fiscal year of the corporation shall be the annual periods beginning January 1 and ending December 31, or such other fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XVI
CORPORATE SEAL

The Association shall not have a seal; and where a seal is required, there shall be a notation thereon to the effect that the Association has no seal.

ARTICLE XVII
INDEMNITY OF OFFICERS AND DIRECTORS

The Association shall indemnify its directors, officers, employees and agents, to the fullest extent allowed by law, and shall advance to such director, officer, employee or agent

his/her expenses in defending any claim arising out of the his/her actions as a director, officer, employee or agent of the Association. The provisions set forth in Sections 181.041 through 181.053 Wisconsin Statutes are incorporated herein by this reference and any amendments to these provisions which broaden the scope of the indemnification rights of the directors, officers, employees or agents shall become part of these By-laws. The Association may procure insurance to cover all or any portion of its obligations under this Section.

-END OF BYLAWS-