

# Liberty Square

**Liberty Square Property Owners Association, Ltd.**

## **Association Bylaws**

### **ARTICLE I - IDENTIFICATION**

**SECTION 1 - NAME.** The name of this corporation shall be Liberty Square Property Owners Association, Ltd. (hereinafter referred to as "Association").

**SECTION 2 - LOCATION.** The principal office of the Association shall be at 711 Lois Drive, Sun Prairie, WI 53590. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require.

**SECTION 3 - MAILING ADDRESS.** The mailing address of the Association shall be 711 Lois Drive, Sun Prairie, WI 53590.

### **ARTICLE II - APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION**

**SECTION 1 - APPLICATION.** These Bylaws, together with the Declaration of Covenants, Conditions, Restrictions and Easements (Declaration), the General Development Plan (GDP), the Precise Implementation Plan (PIP), all amendments to the foregoing and all rules and regulations passed by the Association shall apply to, govern and control the Plat of Liberty Square located in Sun Prairie, Wisconsin, and any and all present or future owners, tenants, employees and other persons using the property. The acquisition or occupancy of property in Liberty Square will signify the acceptance and ratification of these Bylaws.



**SECTION 2 - MEMBERS.** The members of the Association shall consist of the owners of property in Liberty Square who have record title in their names.

**SECTION 3 - INITIAL ORGANIZATION.** Notwithstanding any provision set forth in these Bylaws to the contrary, Hickory Grove IV, LLC, hereinafter referred to as "Developer", shall designate the initial Board of Directors who shall have all of the rights and powers reserved to the Board of Directors under these Bylaws. Such members of the Board of Directors, or successors to any of them as designated by Developer, shall continue to serve until such time as elections by property owners are required by the Declaration.

### **ARTICLE III - VOTING, MAJORITY OF PROPERTY OWNERS, QUORUM, PROXIES**

**SECTION 1 - VOTING.** Each property owner shall have one or more votes as set forth in the Declaration. If a property is owned by more than one person, the person entitled to cast the vote for that property shall be designated by a certificate signed by all of the record owners of that property and filed with the Secretary of the Association, however, in the absence of such certificate, any one of the record owners may vote provided none of the other owners of that property object. If the owners of a property cannot agree on how to vote, such property shall lose its vote for the particular item voted upon. If a property is owned by a corporation or other legal entity, the person entitled to cast the vote for the property shall be designated by a certificate of appointment signed by a duly authorized officer or other official of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the property concerned. A certificate designating the person entitled to cast the vote of a property may be revoked by the owner thereof at any time. There shall be no cumulative voting. The Secretary shall maintain the membership list required by the Declaration which shall also include the name and address of the person entitled to vote for the member.

**SECTION 2 - MAJORITY OF PROPERTY OWNERS.** As used in these Bylaws, the term "majority of property owners" shall mean those property owners holding more than one-half (1/2) of the total votes (assessment units) cast for any proposition.

**SECTION 3 - QUORUM.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of persons holding at least 10% of all votes (assessment units) shall constitute a quorum.

**SECTION 4 - PROXIES.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.



## **ARTICLE IV - MEETINGS**

**SECTION 1 - PLACE OF MEETINGS.** Meetings of the Association shall be held at its principal office or such other suitable place convenient to the property owners as may be designated by the Board of Directors.

**SECTION 2 - ANNUAL MEETINGS.** The annual meetings of the Association shall be held on the second Monday in January of each year. If adjourned for any reason it shall be reconvened as necessary and concluded no later than February 10<sup>th</sup> of that year.

**SECTION 3 - SPECIAL MEETINGS.** It shall be the duty of the President to call a special meeting of the property owners, as directed by resolution of the Board of Directors, or upon a petition signed by a majority of the property owners and having been presented to the Secretary. The notice of any special meeting shall state the date, time and place of such meeting, and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of two-thirds (2/3) of all property owners.

**SECTION 4 - NOTICE OF MEETINGS.** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the date, time and place where it is to be held, to each property's owner of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing of a notice, in the manner provided in this section, shall be considered notice served.

**SECTION 5 - ADJOURNED MEETINGS.** If any meeting of property owners cannot be organized because a quorum has not attended, the property owners who are present, either in person or by proxy, may adjourn the meeting to a new place, date and/or time and notice of the adjourned date shall be given to all property owners.

**SECTION 6 - ORDER OF BUSINESS.** The order of business at all meetings of the Property 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 inspectors of election (when applicable);
- G. Election of directors (when applicable);
- H. Unfinished business;
- I. New business.



## **ARTICLE V - BOARD OF DIRECTORS**

**SECTION 1 - NUMBER AND QUALIFICATION.** The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) persons and not more than seven (7) persons. At such time as Directors are elected a majority of the Directors must be owners of property in Liberty Square.

**SECTION 2 - ELECTION AND TERM OF OFFICE.** At the first election of Directors, the term of office of one-third (rounded up) of the Directors shall be fixed for three (3) years. The term of office of one-third (rounded down) of the Directors shall be fixed for two (2) years and the term of the remaining Director(s) shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his/her successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

**SECTION 3 - POWERS AND DUTIES.** The Board of Directors shall have the powers and duties set forth in the Declaration and as are necessary for the administration of the Association and the property and among other duties, carry out the following:

1. Make rules and regulations in addition to those provided for in the Declaration, Article XI hereof, and amendments thereto from time to time, respecting the operation, use and occupancy of the Association and the property in Liberty Square. The Board may direct a single document to be prepared which summarizes rules and regulations applying to Liberty Square and may include one or more City of Sun Prairie ordinances in that summary;
2. Make and collect assessments from the members, in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services and maintenance, repair and operation of the Association and Common Property, or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;
3. Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Association and Common Property;
4. Satisfy all liens against the Association and Common Property, and pay necessary expenses connected therewith;



5. Employ a managing agent to perform such duties as the Board shall authorize, including, but not limited to the duties listed in this Section;
6. Perform such other functions as required by law.

**SECTION 4 - FEES.** No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific resolution of the Members. Employment of any Director in any other capacity by the Association must also be approved by a majority of the Members.

**SECTION 5 - VACANCIES.** Vacancies in the Board of Directors caused by any reason, other than the removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. A vacancy occurring during the period of Developer control shall be filled by the Developer's appointment of a replacement Director.

**SECTION 6 - REMOVAL OF DIRECTORS.** At any regular or special meeting duly called, any one or more of the Directors elected by the property owners may be removed with or without cause by a majority of the property owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director, whose removal has been proposed by the property owners, shall be given an opportunity to be heard at the meeting.

**SECTION 7 - ORGANIZATION MEETING.** The first meeting of a newly elected Board of Directors shall be held within twenty (20) days of election, at such place and time as shall be fixed by the Board.

**SECTION 8 - REGULAR MEETING.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held on the same day of each month.

**SECTION 9 - SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by the President, Secretary or any Director on three (3) days notice to each Director, given personally or by telephone which notice shall state the date, time, place and purpose of the meeting (or by mail or fax five (5) days prior to the day named for such meeting).

**SECTION 10 - WAIVER OF NOTICE.** Before or at 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 the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.



**SECTION 11 - BOARD OF DIRECTOR'S QUORUM.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present, shall be the acts 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. At any such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice.

**SECTION 12 - FIDELITY BONDS.** The Board of Directors shall require that all officers and employees of the Association, handling or responsible for Association funds, shall furnish adequate fidelity bonds or equivalent insurance. The premiums on such bonds or insurance shall be paid by the Association.

## **ARTICLE VI - OFFICERS**

**SECTION 1 - DESIGNATION.** The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as, in their judgment, may be necessary. One individual may hold more than one of those offices.

**SECTION 2 - ELECTION OF OFFICERS.** The officers of the Association shall be elected annually by the Board of Directors, at the organization meeting of each new Board of Directors, and shall hold office at the pleasure of the Board.

**SECTION 3 - REMOVAL OF OFFICERS.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

**SECTION 4 - PRESIDENT.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the president of an Association, including, but not limited to, the power to appoint committees from among the Property owners from time to time, as the President may, in the President's discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

**SECTION 5 - VICE-PRESIDENT.** The Vice-president shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President are able 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 the Vice-President by the Board of Directors.

**SECTION 6 - SECRETARY.** The Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary.

**SECTION 7 - TREASURER.** The Treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association, in such depositories as may, from time to time, be designated by the Board of Directors.

## **ARTICLE VII - BUDGET, ASSESSMENTS AND DEPOSITORIES**

**SECTION 1 - BUDGET.** The Directors shall adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of Common Property, the cost of insurance of all types, management and maintenance personnel, administration costs, expenses of the Covenant Committee and any other expense item inuring to the benefit of the property owners. The Directors shall determine what sums, if any, will be required for improvements, capital expenditures, or other operations not included in the above, which shall be included in the budget. The Board shall maintain a projected budget which anticipates capital improvements and major repairs at least five (5) years into the future. The annual budget shall be completed no later than March 15<sup>th</sup> for the following budget year of June 1<sup>st</sup> through May 31<sup>st</sup>.

**SECTION 2 - ASSESSMENT.** The estimate of the charges to be paid during each year, by each Property owner, for the share of the common expenses in accordance with the provisions of the Declaration shall be assessed against each property and paid at such time as provided in the Declaration. If such assessment proves inadequate, or excessive, the Board, at any time, may levy a Special Assessment, adjust future assessments or issue a refund to property owners. No property owner who is more than thirty (30) days delinquent in the payment of his or her assessment shall be entitled to vote at any regular or special meeting of the property owners. In the event of a failure, on the part of a Property owner, to pay the assessment within the time herein specified, such shall constitute a default hereunder, and the Board of Directors shall take appropriate measures as provided in the Declaration and/or as may be allowable by the law.

**SECTION 3 - DEPOSITORIES.** The funds of the Association shall be deposited in banks



or other depositories designated by the Board of Directors, and shall be withdrawn therefrom only upon check or Order signed by the officers who shall be, from time to time, designated by the Board of Directors for that purpose. The Board of Directors may elect to require that all payment of charges imposed by the Board of Directors against property owners be paid by such owners directly to a designated depository. The Board of Directors may elect to direct that checks of less than \$500.00 for payment of the obligations of the Association bear only one signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

## **ARTICLE VIII - OBLIGATIONS OF THE PROPERTY OWNERS**

### **SECTION 1 - MAINTENANCE AND REPAIR.**

1. Every property owner must perform, promptly, all maintenance and repair work about and within the owner's property, including, but not limited to, lawn mowing, landscape maintenance and snow removal, and keep the owner's property at all times in compliance with all laws, Sun Prairie Ordinances, the recorded Covenants, Restrictions, Conditions and Easements and all Rules and Regulations of the Association and the Covenant Committee. Each owner is expressly responsible for the damages and liabilities that owner's failure to do so may produce.
3. Property owners shall reimburse the Association for any expenditures incurred in repairing or replacing any property in any manner damaged by said property owner or any employee, contractor, agent, occupant, guest or invitee of said owner.

**SECTION 2 - USE OF COMMON PROPERTY.** Use of Common Property shall be subject to the Declaration, these Bylaws and all rules and regulations contained herein or otherwise adopted by the Board. No Property owner shall permanently place, or cause to be placed, any objects of any kind, in or on the Common Property. No parking shall be permitted on any driveway or on any Common Property except those areas designated for parking. No vehicle may be parked in a designated parking space or elsewhere in or on Common Property for more than 48 consecutive hours. The Association may have any vehicles or other property violating this restriction or any other provisions of the Declaration, these Bylaws or any rules and regulations of the Association or Board removed and all expenses of such removal shall be reimbursed to the Association by the owner of the property removed and/or the owner of the real property whose owner, employee, contractor, agent, invitee, family member, guest or occupant placed the property so removed.



## **ARTICLE IX - AMENDMENTS**

**SECTION 1 - BYLAWS.** These Bylaws may be amended by the Association at a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners of at least two-thirds of the total votes cast at such meeting. These Bylaws may not be amended in any material respect which would adversely affect the interests of the City of Sun Prairie without the written consent of the City.

## **ARTICLE X - MORTGAGES**

**SECTION 1 - NOTICE TO ASSOCIATION.** A property owner who places a mortgage on any property shall notify the Association, the name and address of the mortgagee, and the Association shall maintain such information in the membership roster.

**SECTION 2 - NOTICE OF UNPAID ASSESSMENTS.** The Association shall, at the request of a mortgagee of a property report any unpaid assessments due from the owner of such property and provide such additional information as required by law or the Declaration.

## **ARTICLE XI - RULES AND REGULATIONS**

**SECTION 1 - IN BYLAWS.** The following Rules and Regulations are determined by Developer and/or the Association to be necessary to maintain the value of the Property and the quality of life expected by the property owners:

- A. No more than three (3) pets may be kept in or on any property. Exceptions may be granted by the Board of Directors for animals that have been specially trained and are being used to assist disabled individuals. All pets must be kept completely within the property of the owner and no outdoor houses, kennels or other pet enclosures are permitted without written approval of the Covenant Committee. The Board or its designated representative may require any pet causing a nuisance to be removed from the property temporarily or permanently.
- B. Trash and recycling containers must be kept inside a building (including garage) except on collection day. All trash containers must have lids that lock in some way to prevent animals from opening the containers. Trash and recycling may not be put out for collection prior to 6:00 p.m. on the evening before the scheduled collection day and all containers must be returned to the interior of the building (garage) no later than 7:00



p.m. of collection day.

- C. No fence, wall, hedge or series of shrub plantings shall be placed or permitted in or on any Common Property without the express written approval of the Board and the Covenant Committee.

**SECTION 2 - BOARD.** The Board of Directors may make additional Rules and Regulations but may not amend or remove the Rules and Regulations set forth in this Article XI except as provided for amendment of these Bylaws and may not amend or remove provisions in the Declaration except as provided therein.

This instrument was drafted by:  
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