

SECOND AMENDED AND RESTATED

BYLAWS

OF

SUNSET CONDOMINIUMS AT NORTHERN BAY CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

1.01 Name: Purpose. The name of the corporation shall be Sunset Condominiums at Northern Bay Owners Association, Inc. (the “Association”). The Association is incorporated as a nonstock corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.02 Address. The principal office of the Association shall be located at the address on file with the Wisconsin Department of Financial Institutions.

1.03 Binding Effect. These Bylaws (the “Bylaws”) shall be binding upon the Unit Owners, their heirs, successors and assigns and shall govern the use, occupancy, operation and administration of Sunset Condominiums at Northern Bay (the “Condominium”).

1.04 Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Sunset Condominiums at Northern Bay, recorded in the office of the Adams County Register of Deeds (as amended, the “Declaration”).

ARTICLE II

MEMBERSHIP

2.01 Membership. The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. 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.

2.02 Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner’s ownership interest passes to its personal representative or to a trustee upon the Unit Owner’s death, such personal representative or trustee shall be a member of the Association.

2.03 Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

2.04 Membership Certificates. Membership certificates shall not be issued.

2.05 Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing and email/electronic address for each Unit Owner to which notice of meetings of the Association shall be sent, and, in the case of multiple owners of a Unit, the Unit Owner, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing and email/electronic address. No Unit Owner may vote at meetings of the Association until the name and current mailing and email/electronic address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its mortgagee or land contract vendee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract or fulfillment, as the case may be.

2.06 Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing and email/electronic addresses of the new Unit Owners, the date of the transfer, the names and addresses of each mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote,. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07 Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08 Quorum. Unit Owners holding forty percent (40%) of the total votes of the Association as set forth in the Declaration, present in person, electronically, or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09 Vote Required to Transact Business. When a quorum is present in person, electronically, or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law or these Bylaws, in which case such express provision shall apply.

2.10 Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. Proxies may be filed with the secretary via email. 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.

2.11 Voting Designations of Multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners as provided in the Declaration shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association prior to the casting of such vote. If any Unit Owner is so designated, then except as provided in the Declaration, only that Unit Owner shall be entitled to cast such vote in person, electronically, or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners of such Unit.

ARTICLE III

MEETINGS OF MEMBERS

3.01 Place. All meetings of the Unit Owners shall be held at a place in Adams County, Wisconsin, or virtually, and that shall be stated in the notice of the meeting.

3.02 Annual Meetings. The annual meeting of the Unit Owners shall be held on the first or second Saturday of November or at such other date set by the Board of Directors.

3.03 Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04 Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered, emailed or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place (whether physical or virtual), day and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05 Adjourned Meetings. If a quorum shall not be present in person, electronically, or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present (physically or electronically) or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06 Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07 Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order.

- (b) Calling the roll of Unit Owners and certifying the proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees (if appropriate).
- (g) Election of directors (if appropriate).
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment

3.08 Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to the greater of: (a) the number of votes that would be required to approve the matter at a meeting attended by one hundred percent (100%) of the Unit Owners entitled to vote or (b) fifty-one percent (51%) of the total number of votes in the Association.

3.09 Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association sends an email or delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required 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 was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.01 Number and Membership in Association. The affairs of the Association shall be managed by a board of directors (the “Board of Directors”) composed of five directors. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a partnership, then a general partner of such Unit Owner may be a director and if a Unit Owner or such partner is a corporation, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a director. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on any payment to the Association, the director is required to resign from the board position (and any officer position held) unless the Unit Owner brings his account current within ten (10) days’ notice from the Board. If a director shall cease to meet such qualifications during the term, the director shall thereupon cease to be a director and that place on the Board shall be deemed vacant.

4.02 Term of Office. The Unit Owners shall elect all directors. All directors shall serve two year terms, staggered such that at least one-third (1/3) of the directors are elected in each year.

4.03 Election of Directors. One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall email to all Unit Owners (US mail upon request) a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed or emailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by email (US mail upon request). If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by email or written ballot in accordance with Section 3.09, with all ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04 Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws.

4.05 Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.06 Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01 Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02 Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03 Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered, emailed or mailed by the secretary or president to each member of the Board of Directors. Such notice shall specify the place (physical or virtual), day and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice. Attendance/presence at a meeting may be in person, or via telephone or video/digital conference.

5.04 Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05 Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees (if appropriate).
- (f) Election of officers (if appropriate).

- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

5.06 Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed or electronically provided by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01 Powers and Duties. All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures and reserves.
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses.
- (c) Manage, maintain, repair, replace, improve, operate and regulate the Common Elements, Limited Common Elements, the Harbor Area and any property owned or leased by the Association.
- (d) Grant easements, licenses and rights-of-way through or over the Common Elements.
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant or any other independent contractor whose services the Board of Directors determines are necessary or appropriate.
- (f) Sue on behalf of all Unit Owners.
- (g) Make contracts and incur liabilities.
- (h) Purchase, take, receive, rent or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium.
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium or any portion of the Common Elements.

(j) Borrow money on behalf of the Association, with the approval of two-thirds (2/3) of the Unit Owners voting at a meeting called for such purpose.

(k) Receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements and any property owned or leased by the Association.

(l) Adopt, amend and repeal rules and regulations (the "Rules and Regulations") governing the operation, maintenance and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. The Rules and Regulations may also be adopted, amended and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, the Rules and Regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed or readopted by the Board of Directors.

(m) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable.

(n) Keep all of the books and records and prepare accurate reports of all transactions of the Association.

(o) Appoint committees or subcommittees to carry out any tasks which the Board of Directors deems necessary or appropriate.

(p) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts.

(q) Maintain such reserve funds for the operation, maintenance, repair and replacement of Common Elements and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law.

(r) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02 Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01 Officers. The principal officers of the Association shall be the president, vice president, secretary and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02 Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03 Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05 Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07 Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

- (a) President. The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, or by the Board of Directors.

(b) Vice President. The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, or by the Board of Directors.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08 Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09 Fidelity Bonds. The Board of Directors may require that any officers, agents or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds or be covered by the Association's fidelity insurance as set forth in the Declaration. The premiums of such bonds/insurance shall be paid by the Association.

ARTICLE VIII

BOOKS AND RECORDS

8.01 Inspection. The books, records, minutes, papers and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles and the Bylaws shall be available for inspection by any Unit Owner, mortgagee or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE IX

BUDGET, ASSESSMENT AND ANNUAL REPORT

9.01 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.02 Budget. The Unit Owners holding at least fifty-one percent (51%) of the votes present in person, electronically, or represented by proxy at their annual meeting shall adopt the

annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year.

9.03 Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration. On or before the last day of December of each year, the secretary, or his designate, shall mail, email or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be. Installments may also be paid via ACH and will be deemed paid on the date received.

9.04 Special Assessments. Special Assessments may from time to time be levied against the Unit Owners, or any of them, by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

9.05 Association Remedies Upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear late fees as set forth in the Rules and Regulations, and interest from the day following such due date at the rate of twelve percent (12%) per year, compounded monthly. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.06 Annual Report. Each January, the Board of Directors shall, by formal action, 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 Unit Owner during the year. Copies of the annual report for the previous year shall be mailed, emailed or delivered to each Unit Owner at the address in the Association's membership list prior to the third Thursday in February.

ARTICLE X

USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees and guests of such Unit Owner, occupants and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall proceed as set forth in the Rules and Regulations.

ARTICLE XII

LIABILITY AND INDEMNITY

12.01 General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, “director or officer” means a natural person (i) who is or was a director or officer of the Association or (ii) who, while a director or officer of the Association, is or was serving at the Association’s request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise or (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or-beneficiaries of the plan or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, “director or officer” shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, “proceeding” means any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, “expenses” means fees, costs, charges, disbursements, attorneys’ fees and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02 Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue or matter there- in, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XIII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03 Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board

of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.04 Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05 Partial Indemnification.

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues or matters in connection with any proceeding, but not as to other claims, issues or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06 Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of Association.

12.07 Limited Liability of Directors and Officers.

(a) Except as provided in Sections 12.07(b) and 12.07(c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832, 181.0833, and 181.0855 (2).

(c) Sections 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority or agency in its capacity as a private party or contractor.

12.08 Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses and limitation of liability created hereby are independent and severable and, in the event that any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09 Nonexclusively of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense or an allowance of expenses is sought may not participate in a determination under this Section.

12.10 Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have

the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11 Benefit. The rights to indemnification, defense and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

12.12 Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Seal. The Association shall not have a corporate seal.

13.02 Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act and the Wisconsin Nonstock Corporation Law. In the event any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

13.03 Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered, emailed or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

13.04 Illegal Activity. Illegal activity is specifically prohibited everywhere on the Condominium Property.

13.05 Smoking Prohibited. Smoking is prohibited everywhere inside the buildings comprising the Condominium including, but not limited to, in (i) the individual Units; (ii) the Community Clubhouse, the common hallways, stairs, and elevators; and (iii) the indoor parking and storage areas (hereinafter referred to as the "Buildings"). Although smoking is allowed in areas outside the Buildings, should the smoke disturb other residents, the Board reserves the right to further regulate smoking to accommodate the interests of all residents. No unit owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, licensee, guest, friend, or family member, anywhere in the Buildings. For purposes hereof, smoking shall include the inhaling, exhaling, breathing, carrying, or possessing of any lighted cigarette, cigar, pipe, other product

containing any amount of tobacco, or other similar heated or lit product (e.g. e-cigarette) whether or not containing tobacco.

(a) While this restriction is intended to render the Buildings smoke free, the Board of Directors is not a guarantor of a smoke-free environment hereunder. The Board of Directors shall have the right, but not the obligation, to enforce this restriction if the Board determines, in its sole discretion, that it is appropriate to do so in any individual case or circumstance. Should it decide to do so, the Board of Directors may act based on a reasonable assumption that smoking is occurring within a Unit from the reported observations of the complaining Unit Owner(s). If the Board of Directors determines to take any such action, then in addition to its other rights and remedies under the constituent documents of the Condominium, at law, and in equity, the Board of Directors shall be entitled to recover its costs and expenses, including all attorneys' fees and court costs, incurred in enforcing this restriction.

(b) If the Board of Directors determines, in its sole discretion and for any reason, not to pursue enforcement of this restriction in any individual case or circumstance, any unit owner may bring his or her own separate action to enforce this restriction against any other unit owner who violates (or whose unit occupant, agent, tenant, invitee, licensee, guest, friend, or family member violates) this provision. If a unit owner who brings such an action succeeds in establishing that the other unit owner has violated this restriction, the unit owner bringing such action shall be entitled to recover his or her costs and expenses, including reasonable attorneys' fees and court costs, incurred in such action from the other unit owner.

(c) No unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person shall be entitled to recover from the Board of Directors any attorneys' fees, court costs, or other costs or expenses incurred in any action brought by, or against, the Board of Directors under or pursuant to this restriction, including, without limitation, any action to enforce this restriction or any action for failure to enforce this restriction, regardless of whether or not any such unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person prevails in such action.

13.06 Leasing Restrictions. All Units are subject to the following leasing restrictions.

(a) Only 56 Units shall be allowed to lease at any given time (the "Leasing Limit"). If a Unit is not leased as allowed in this section, the Unit must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the Unit Owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the Unit. An exception to the Leasing Limit and Owner Occupancy Requirement is granted to the Units

being rented at the time of adoption of these Amended and Restated Bylaws (the “Grandfathered Units”). When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred, or the Unit is removed from the rental program following the adoption of these Amended and Restated Bylaws, upon such sale, conveyance, transfer, or removal from the rental program, that Unit will no longer be “grandfathered,” and will be subject to the Leasing Limits and Owner Occupancy Requirement. Further, once a Unit is no longer grandfathered, it will not be eligible again for leasing until a place becomes available within the Leasing Limit. **In no event will the Leasing Limit or the Owner Occupancy Requirement apply to Mortgagees of the Unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.** The Board of Directors will have discretion as to the administration of the Leasing Limit, and may pass Rules and Regulations to assist with the administration and enforcement of the leasing rules contained in this Declaration, the Bylaws, and the Rules and Regulations.

(b) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of these sections and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a Unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(c) Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with the applicable Rules and Regulations on leasing.

13.07 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

ARTICLE XIV

AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners.

These Amended and Restated Bylaws were adopted by a vote of sixty-seven percent (67%) of the Unit Owners on December 14, 2024.