

AMENDED AND RESTATED BYLAWS

CROSSWINDS AT HAWK’S LANDING CONDOMINIUM ASSOCIATION, INC.

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AMENDED AND RESTATED BYLAWS

OF

CROSSWINDS AT HAWK'S LANDING CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Name. The name of the corporation shall be Crosswinds at Hawk's Landing Condominium Association, Inc. ("Association"). The Association is a duly created Wisconsin non-stock corporation.

Section 2. Principal Office. The principal office of the Association shall be on file with the Wisconsin Department of Financial Institutions.

Section 3. Definition. As used herein, the term "Corporation" shall be synonymous with Association as defined in the Declaration of Condominium ("Declaration") of Crosswinds at Hawk's Landing Condominiums ("Condominium") and as defined in the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (the "Act"), and the words "Property", "Unit", "Unit Owner", "Common Expenses", "Common Profits", "Building", "Common Elements", and "Limited Common Elements", shall be defined as set forth in the Declaration and/or in the Act.

ARTICLE II

DIRECTORS

Section 1. Number, Term, and Qualifications. The number of Directors which shall constitute the whole board shall not be less than three (3) nor more than five (5). Each Director shall serve a term of two (2) years or until his or her successor shall be elected and shall be qualified. The Directors' terms shall be staggered such that at least 1/3 of the Directors are elected in each year. 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 assessment account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on paying assessments, the director is required to resign from his/her board position (and any officer position held) unless he/she brings his/her account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his/her term, he/she shall thereupon cease to be a director and his/her place on the Board shall be deemed vacant.

Section 2. Vacancy and Replacement. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired portion of the term of the vacated office. Should all directors

resign simultaneously or be removed by the members, the current property management company shall convene an owners' meeting within ten (10) days to elect new board members.

Section 3. Removal. Directors may be removed for cause by an affirmative vote of a majority of the votes of Members, other than Members of the Board. No Director shall continue to serve on the Board if, during his or her term of office, his or her membership in the Association shall be terminated for any reason whatsoever.

Section 4. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A) To levy and collect according to the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the Articles and these Bylaws regular and special assessments for common expenses.

B) To use and expend the assessments for Common Expenses collected to maintain, repair, replace, care for and preserve the Common Elements and Limited Common Elements and Property, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners, and for other common expenses.

C) To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D) To enter into and upon the Units when necessary, with as little inconvenience to the Unit Owners as possible, in connection with said maintenance, care and preservation.

E) To insure and keep insured said Property in the manner set forth in the Declaration, against loss from fire and/or other casualty and the Association and the Unit Owners against public liability arising out of the Property or business of the Association, and to purchase such other insurance as the Board of Directors may deem advisable.

F) To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violations of these Bylaws and the Declaration.

G) To employ and compensate such personnel as may be required for the maintenance and preservation of the Property.

H) To make reasonable rules and regulations for the occupancy of the Units and use of the Common Elements and Limited Common Elements.

I) To acquire, rent or lease Units in the name of the Association or a designee.

J) To contract for management of the Condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership of the Association.

K) To carry out the obligations of the Association under any easements, restrictions or covenants running with any land submitted to Condominium ownership.

L) To maintain legal actions, on behalf of the Unit Owners, with respect to any cause of action relating to the Common Elements or Limited Common Elements.

M) To borrow money on behalf of and grant mortgages and other security interests in the Property of the Association.

N) To establish budgets for the operation of the Association, including the setting up of reserve funds for anticipated expenditures.

O) To invest surplus funds.

P) To establish and adopt a policy for animals consistent with the Declaration.

Q) To enforce, by all appropriate methods, and provide affected Unit Owner(s) with an opportunity to be heard, the provisions of the Declaration, Articles of incorporation, these Bylaws and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors.

Section 5. Compensation. Neither directors nor officers of the Association shall receive compensation for their services as such.

Section 6. Meetings:

A) The first meeting of each Board of Directors newly elected by the Members shall be held soon thereafter the meeting at which they were elected. The newly elected Board members will take office as of January 1 of the following year

B) Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or email or other electronic means, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him or her. 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.

C) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provision of the Wisconsin Statutes, the Declaration, the Articles or these Bylaws. Presence “in

person” at a Board meeting may be by telephone or digital/video means. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 7. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A) Call to order;
- B) Secretary’s Report. Approval of minutes of the last Board meeting;
- C) Treasurer’s Report;
- D) Reports of committees;
- E) Old business;
- F) New business;
- G) Adjournment.

Section 8. Annual Statement. The Board shall present, no less often than at each annual meeting, a full and clear statement of the business and conditions of the Association including a report of the operating expenses of the Association and the assessments paid by the Members.

ARTICLE III

OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these Bylaws. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. If the Board so determines, there may be more than one Vice-President. Any of the officers’ duties listed below may be delegated to the Association’s Property Management Company or designee at the discretion of the Board.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President.

A) The President shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect and shall execute bonds, mortgages and other contracts of the Association.

B) The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C) The President shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice President.

A) The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act.

B) The Vice President shall exercise and discharge such other duties as may be required of him or her by the Board.

Section 6. The Secretary.

A) The Secretary or designee shall keep the minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose. The Secretary shall count votes at all meetings of the Members and Directors.

B) The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as otherwise required by law.

C) The Secretary shall be custodian of the corporate records and of the seal, if any, of the Association.

D) The Secretary shall keep a register of the Post Office address and email address of each Member and their respective mortgagees (including land contract vendors), if any, which shall be furnished to the Secretary by such Member upon request.

E) In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 7. The Treasurer.

A) The Treasurer will oversee the accounting processes of the Association's Property Management Company to ensure full and accurate accounts of receipts and disbursements belonging to the Association. The Treasurer represents the Association and the

Board by establishing an Accounting Policy Manual, with Board Approval, that covers the following Treasurer duties:

- 1) Oversight of the collection, depositing, and reporting of Association fees and related income.
 - 2) Oversight of the disbursement of funds to meet Association obligations, including criteria for determining whether an expenditure is an operational item or a reserve item.
 - 3) Periodic reviews addressing adherence to the budgets for Gardens and Duplexes.
 - 4) Determining that common expenditures across Gardens and Duplexes are properly allocated using criteria developed by the Board.
 - 5) All changes in financial institutions by the Association, or changes in use of financial instruments, e.g. Certificates of Deposit must be signed or approved by both the Treasurer and the President. The Treasurer will report any and all changes to financial investments to the Board within one week of such transactions. The President's approval for major changes must be affirmatively documented.
 - 6) Reviewing monthly financial statements for the Association including a balance sheet, an income statement, a comparison of expenditures with the budget, a detailed list of expenditures (general ledger), and timely reporting to the Board. The Treasurer will provide financial updates at all Board meetings.
 - 7) Developing financial contents of yearly reports to association members of activities for the current year and budgets for the upcoming year, including both operations and reserves.
- B) The Treasurer shall oversee the disbursement and classification of funds as ordered by the Board, and ensure that the Association's Property Management Company maintains proper vouchers and reports to the Board and Members as described in A)
- C) The Treasurer will periodically review the Association's Property Management Company records that affect the Common Elements and Property. The Property Manager will ensure that documentary evidence be made available for examination at convenient hours of week days.
- D) The Treasurer will ensure that the Association's Property Management Company has an appropriate bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of their duties.

Section 8. Vacancies. If the office of the President, Vice President, Secretary, or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the

Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or other officer may resign his office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. Definitions. Each Unit Owner (including a corporate owner) of a Unit shall be a Member of the Association, and membership in the Association shall be limited to such Unit Owners.

Section 2. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Unit and his or her undivided interest in the Common Elements of the Condominium. Such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place in Dane County, Wisconsin, as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

A) An annual meeting of the Members shall be held between October and December, at the place, and on the date and at the hour, which are to be determined by the Board of Directors.

B) At the annual meeting, the Members, by a plurality vote shall elect a Board of Directors and transact such other business as may properly come before the meeting.

C) Written notice of the annual meeting shall be personally or electronically served, by email or otherwise, or mailed by first class mail, postage prepaid to each Member entitled to vote at such address as appears on the books of the Association, at least ten (10) days prior to the meeting,

Section 3. Membership List. At least ten (10) days before every election of directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with the residence of each Member, shall be prepared by the Secretary or designee. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings.

A) Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the Members. Such request shall state the purpose or purposes of the proposed meeting.

B) Written notice of a special meeting of Members stating the time, place and object thereof, shall be personally or electronically served, by email or otherwise, or mailed by first class mail, postage prepaid to each Member entitled to vote thereon, at such address as appears on the books of the Corporation, at least ten (10) days before such meeting.

C) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Members of the Association possessing Fifty-one (51%) percent of the total votes of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles or these Bylaws. Presence “in person” at a meeting may be via video or digital means if the Association has access to such technology. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, 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 or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person, electronically (remotely through electronic means), or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, the Articles or these Bylaws requires a different vote, in which case such express provision shall govern and control the decision of such question. Proxies must be filed with the Secretary before the appointed time of each meeting, and may be filed via email or other electronic means.

Section 7. Right to Vote. The Owner(s) of each Unit shall be entitled to one (1) vote. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall be valid only for such meeting, or subsequent adjourned meeting thereof, and shall be filed with the Secretary of Association before the meeting. If a Unit is owned by more than one (1) Owner (whether individual, corporate or otherwise), the vote attributable to that Unit shall not be counted if the Owners are not unanimous. There shall be no fractional voting. The Owners of the Unit may file a certificate with the Secretary naming the persons authorized to cast said Unit’s vote. If said certificate is not on file and only one of multiple Owners of a Unit is present at a meeting of the Members, the Owner is entitled to cast the vote attributable to that Unit. If said certificate is not on file and more than one of the multiple Owners are present at a meeting of the Members, unanimous agreement of the Owners

is conclusively presumed if any one of them purports to cast said Unit's vote without protest being made promptly at the meeting by any of the others to the person presiding over the meeting.

Section 8. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these Bylaws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article V, Section 2(C) above. 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. Ballots may be delivered to the secretary via email or other electronic means. 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.

Section 9. Order of Business. The order of business at annual Members' meetings and as far as practical at other Members' meetings, will be:

- 1) Call to order;
- 2) Proof of Notice of Meeting or Waiver of Notice;
- 3) Confirmation of Quorum;
- 4) Approval of Minutes of Prior Meeting;
- 5) Officers' Reports;
- 6) Committee Reports;
- 7) Elections;
- 8) Old Business;
- 9) Presentation of Annual Operating Budget and Capital Expense Report;
- 10) Current Association Insurance Deductible;
- 11) New Business;
- 12) Adjournment.

ARTICLE VI

NOTICES

Section 1. Definitions. Whenever under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these Bylaws, notice is required to be given to any director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing electronically, by email or otherwise, or by first class mail, by depositing the same in a post office or letter box in a prepaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these Bylaws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is the Principal Office of the Association as provided in the Articles of Incorporation, as the same may be amended from time to time and stated on file with the Wisconsin Department of Financial Institutions.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments.

A) In furtherance of the provisions set forth in the Declaration, the Board of Directors shall fix Assessments adequate to meet the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, and the costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as Common Expenses from time to time by the Board of Directors. The Board of Directors may allocate Common Expenses to certain Units as set forth in the Declaration at Section 14.1. The Board of Directors is specifically empowered on behalf of the Association to make and collect Assessments, and to maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses provided in the Declaration. Said Assessments shall be payable as provided in the Declaration. Special Assessments, which may

be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular Assessments. In addition, the Association shall establish and maintain a separate Reserve Fund.

B) **Transfer Fee.** Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two months' installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

- 1) When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;
- 2) When the transfer is solely between spouses and/or domestic partners;
- 3) When the transfer is solely between a parent and his, her or their child;
- 4) When the transfer is to or from the Association; and
- 5) When it is a transfer on death deed

C) When the Board of Directors has determined the amount of any Assessment, the Secretary or Treasurer shall mail, email or otherwise present a statement of the Assessment to each of the Unit Owners. All assessments shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer Shall give a receipt for each payment made.

Section 4. Audits of Account. The accounts and records which the Treasurer must keep pursuant to the provisions of these Bylaws may be audited by qualified independent auditors at the direction of the Board of Directors. The cost of such audits shall be a Common Expense.

ARTICLE VIII

RULES AND REGULATIONS

Section 1. Use of Units. In addition to the other provisions of these Bylaws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Directors, which additional Rules and Regulations shall be observed and enforceable as if fully set forth herein, shall govern the use of Units and the conduct of all residents thereof:

A) Each of the Units shall be occupied and used only as a residence by the respective owners thereof, their tenants; families, servants and guests, and are restricted to that use except as permitted by the Bylaws of the Association or by resolution of the Board of Directors of the Association.

B) Neither Unit Owners, nor their tenants, families, servants or guests shall use or permit the use of any Unit, the Common Elements or the Limited Common Elements in any manner which would be disturbing or be a nuisance to other owners, or in such way as to be injurious to the structures or reputation of the Condominium.

C) The use of each Unit, the Common Elements and Limited Common Elements appurtenant to such Unit in the percentage specified and established in the Declaration shall be consistent with the Wisconsin Condominium Ownership Act and the Declaration.

D) Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the City of Madison or adopted by the Association or Board of Directors.

ARTICLE IX

DEFAULT

Section 1. In the event a Unit Owner does not pay any sum, charge, transfer fee or Assessment required to be paid to the Association within thirty (30) days from the due date, the same shall constitute a lien on the interest of such Unit Owner as provided under the Wisconsin Condominium Ownership Act. Such lien may be foreclosed by suit by the Association in like manner as a mortgage of real property. The Association, acting on its own behalf or through its Board of Directors, may, unless prohibited by the Declaration, bid on the Unit at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintained without foreclosing or waiving the lien securing the same.

Section 2. Any Assessment, or installment thereof, not paid when due shall bear late fees and interest from the date when due until paid at a rate determined from time to time by resolution of the Board of Directors of the Association.

Section 3. All costs of collection, including actual attorneys' fees, shall be the responsibility of the delinquent unit owner and shall be a part of any lien against a Unit.

Section 4. In the event of a violation of the provisions of the Declaration, the Articles or Bylaws, which violation is not corrected within thirty (30) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, and any other remedy as may be set forth in the Declaration or Rules and Regulations, to correct the violation.

Section 5. In the event such legal action is brought against a Unit Owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiffs reasonable attorneys' fees and court costs.

Section 6. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate procedures. It is the intent of all Unit Owners to give to the Association such powers and authority which will enable it to operate on a

business-like basis, to collect those monies due and owing it from Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

ARTICLE X

JOINT OWNERSHIP

Membership may be held in the name of more than one person or corporation. In the event ownership is in more than one person or corporation, all of the joint owners shall be entitled collectively to only one vote in the management of the affairs of the Association and said vote may not be divided between multiple owners.

ARTICLE XI

SEAL

The Corporation has no seal.

ARTICLE XII

AMENDMENT

These Bylaws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be an affirmative vote of sixty-seven (67%) percent of the votes entitled to be cast by all the Members who may vote either in person at the meeting or be represented by proxy to amend these Bylaws.

ARTICLE XIII

PERSONAL APPLICATION

All Unit Owners, tenants of such owners, employees of owners and tenants, or any other persons that in any manner use the Property or any part thereof shall be subject to the Wisconsin Condominium Ownership Act and to the Declaration, Articles and these Bylaws. All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Wisconsin Unit Ownership Act, the Declaration, the Articles or these Bylaws, shall be deemed to be binding on all Unit Owners.

ARTICLE XIV

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires. Should any of the provisions of the Bylaws herein adopted be void or be or become unenforceable at law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

These Amended and Restated Bylaws were adopted by a vote of at least 67% of the unit owners on December 15, 2021.