AMENDED AND RESTATED

BYLAWS OF

L'HERMITAGE CONDOMINIUM ASSOCIATION, INC.

Adopted at the annual meeting of unit owners October 24, 2019

L'HERMITAGE CONDOMINIUM ASSOCIATION, INC.

1219 and 1229 North Jackson Street
Professionally managed by
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Table of Contents

Page

Article I Plan of Unit Ownership 1
- Section 1. Condominium Unit Ownership 1
- Section 2. Applicability of Bylaws and Definitions 1
- Section 3. Office and Mailing Address 1

Article II Board of Directors 1
- Section 1. Number and Qualification 1
- Section 2. Powers and Duties 1
- Section 3. Managing Agent and Manager 1
- Section 4. Election and Term of Office 2
- Section 5. Removal of Members of the Board of Directors 2
- Section 6. Vacancies 2
- Section 7. Regular Meetings 2
- Section 8. Special Meetings 2
- Section 9. Waiver of Notice 2
- Section 10. Quorum of Board of Directors 2
- Section 11. Fidelity Insurance 3
- Section 12. Compensation 3
- Section 13. Liability of the Board of Directors 3
- Section 14. Informal Action 3

Article III Unit Owners 3
- Section 1. Annual Meeting 3
- Section 2. Special Meetings 3
- Section 3. Notice of Meetings 4
- Section 4. Adjournment of Meetings 4
- Section 5. Title to Units 4
- Section 6. Voting 4
- Section 7. Majority of Unit Owners 4
- Section 8. Quorum 5
- Section 9. Majority Vote 5
- Section 10. Action Without a Meeting. 5
- Section 11. Membership 5

Article IV Officers 6
- Section 1. Designation 6
- Section 2. Election of Officers 6
- Section 3. Removal of Officers 6
- Section 4. Vacancies 6

Section 5. President 6
Section 6. Vice President 6
Section 7. Secretary 6
Section 8. Treasurer 7
Section 9. Agreements, Contracts, Deeds, Checks, etc 7
Section 10. Compensation of Officers 7

Article V Operation of the Property 7
Section 1. Determination of Common Expenses 7
Section 2. Insurance 7
Section 3. Repair and Reconstruction After Damage 8
Section 4. Payment of Common Expenses 9
Section 5. Collection of Assessments 9
Section 6. Default in Payment of Common Expenses 9
Section 7. Foreclosure of Liens for Unpaid Common Expenses 10
Section 8. Statement of Common Expenses 10
Section 9. Abatement and Enjoining of Violations 10
Section 10. Maintenance and Repair 10
Section 11. Use of Property 11
Section 12. Authorized Spending by the Board of Directors 12
Section 13. Structural Additions, Alterations or Improvements by Unit Owners 12
Section 14. Rules of Conduct 12
Section 15. Water Charges 13
Section 16. Electricity and Gas 13
Section 17. Right of Access 13

Article VI Sales and Leases of Units 13
Section 1. Sales and Leases 13
Section 2. No Severance of Ownership 13
Section 3. Disclosure Requirement on Sale 14
Section 4. Financing of Purchase of Units by Association 14
Section 5. Waiver of Right of Partition With Respect to Units Acquired by Association 14
Section 6. Rental Restrictions 14
Section 7. Payment of Assessments 15
Section 8. Limited Common Elements 15

Article VII Condemnation 16
Section 1. Common Elements Exclusive of Units and Underground Parking Connecting Structure 16
Section 2. Common Elements Exclusive of Units But Including Underground Parking Connecting Structure 16
Section 3. Underground Parking Connecting Structure Only 16
Section 4. Units Exclusive of Underground Parking Connecting Structure 16
Section 5. Units Including Underground Parking Connecting Structure 17

Article VIII Records 17
Section 1. Records and Accounts 17

Article IX Miscellaneous 17
Section 1. Notices 17
Section 2. Invalidity 18
Section 3. Captions 18
Section 4. Gender 18
Section 5. Waiver 18
Section 6. Conflicts 18

Article X Amendments to Bylaws 18
Section 1. Amendments to Bylaws 18

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L'HERMITAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Plan of Unit Ownership

Section 1. Condominium Unit Ownership. The property located in the City of Milwaukee, Milwaukee County, State of Wisconsin (the "Property") known as L'Hermitage Condominium has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Milwaukee County on January 11, 1960, as Document No. 5376869.

Section 2. Applicability of Bylaws and Definitions. These Bylaws are adopted as the Bylaws of L'Hermitage Condominium Association, Inc. (the "Association"), a Wisconsin corporation organized under the Wisconsin Nonstock Corporation Law to serve as an association of unit owners under the Wisconsin Condominium Ownership Act. The provisions of these Bylaws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in Section 703.02 of the Wisconsin Condominium Ownership Act.

Section 3. Office and Mailing Address. The principal office and mailing address of the Association and of the Board of Directors of the Association (the "Board of Directors") shall be as stated on file with the Wisconsin Department of Financial Institutions.

ARTICLE II

Board of Directors

Section 1. Number and Qualification. The affairs of the Association and of the Property shall be managed by the Board of Directors which shall be composed of seven persons all of whom shall be unit owners.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except such powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, these Bylaws and rules and regulations hereunder.

Section 3. Managing Agent and Manager. The Board of Directors may engage the services of a manager or managing agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

Section 4. Election and Term of Office.

(a) Method of Election. Directors of the Association shall be elected by the unit owners at the annual meeting by the affirmative vote of a majority of unit owners present in person or by proxy.

(b) Term of Office. Directors shall hold office for terms of three years and until their respective successors have been elected and qualified. Terms of the directors shall be staggered such that at least 1/3 of the directors are elected each year.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting 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 member whose departure created the vacancy and until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. Regular Meetings. 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 members of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail or via electronic means, at least 48 hours prior to the time of such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on 48 hours' notice to each member of the Board of Directors, given by mail or via electronic means, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one member of the Board of Directors.

Section 9. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice of such meeting. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may he transacted at such meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum

is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Fidelity Insurance. The Board of Directors may, in its discretion, obtain fidelity insurance coverage for all officers and employees of the Property handling or responsible for funds. The premiums on such insurance shall constitute a common expense.

Section 12. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 13. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these Bylaws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to such equal proportionate share of the total liability. At the option of the Board of Directors, directors' liability insurance may be obtained and shall be paid for as a common expense.

Section 14. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE III

Unit Owners

Section 1. Annual Meeting. The annual meeting of the unit owners shall be held in the month of October on a date and at a time and place to be determined by the Board of Directors for the purpose of electing directors and transacting such other business as may come before the meeting.

Section 2. Special Meetings. Special meetings of the unit owners may be held at any time and place for any purpose or purposes on call of the President or Secretary and shall be called by the Secretary if so directed by resolution of the Board of Directors or upon a petition presented to the

President or Secretary and signed by unit owners having 25% of the total authorized votes of all unit owners.

Section 3. Notice of Meetings. The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner, at the address of his unit or at such other address as such unit owner shall have designated by notice in writing to the Secretary, a notice of each annual or special meeting of the unit owners at least ten but not more than twenty days prior to such meeting stating the time and place it is to be held as well as the purpose or purposes thereof in the case of a special meeting. Such notices may also be sent to unit owners via electronic means.

Section 4. Adjournment of Meetings. Any meeting of unit owners may be adjourned by vote of a majority of unit owners who are present, either in person or by proxy, at such meeting whether or not a quorum is present.

Section 5. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants-in-common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 6. Voting. Each unit owner shall furnish the Association with his name, current email address (if the owner wishes to communicate via email), current phone number, and current mailing address. No unit owner may vote at meetings of the Association until this information is furnished. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his, its or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, may be delivered to the Secretary via electronic means, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any such proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee, land contract vendor or lessee of a unit. Each unit owner shall be entitled to cast at all meetings of the unit owners the vote appurtenant to each unit owned. Where ownership is in the name of two or more persons, the vote appurtenant to their unit may be cast by any one joint owner; provided, however, that if any joint owner protests promptly the casting of such vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast pro rata in accordance with each joint owner's interest in the unit, then such vote shall thereafter be cast pro rata by all joint owners in accordance with their interests in the unit. Where a unit is leased or has been sold under a land contract, the lessor and land contract vendee, respectively, shall be entitled to vote the vote appurtenant to said unit (where there are two or more vendees or lessors, they shall be considered joint owners). Notwithstanding the provisions of this section, if the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, such unit owner may not vote at the meeting.

Section 7. Majority of Unit Owners. As used in these Bylaws, the term "majority of unit owners" shall mean those unit owners having more than 50% of the authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 6 of this Article III.

Section 8. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of unit owners having 33-1/3% of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 9. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, the Declaration or these Bylaws.

Section 10. Action Without a Meeting.

(a) By Unanimous Consent. Any action required to be taken or which may be may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect as a unanimous vote, and may be submitted to the Association via electronic means.

(b) By Written/Absentee 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 III, Section 3 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 property manager 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. Ballots may be delivered to the Secretary via email, or other electronic means. Once received by the Secretary of the Association, a written ballot may not be revoked.

Section 11. Membership.

(a) All unit owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall be appurtenant to and may not be separated from ownership of any unit.

(b) Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Milwaukee County of a deed or other instrument establishing a change of record title to a unit or the recording in said office of a land contract. A copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the

Association and the membership of the prior owner or vendor shall thereby he terminated. Until such delivery the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names, email addresses (if provided), phone numbers, and mailing addresses of every unit owner to whom notice of meetings of the Association must be sent.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be members of the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. Any two or more offices may be held by the same person except the offices of President and Secretary or President and Vice President.

Section 2. Election of Officers. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office for a term of one year or until a successor shall have been elected and qualified.

Section 3. Removal of Officers. Upon the 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 successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President.

Section 6. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as from time to time may be assigned by the Board of Directors or by the President.

Section 7. Secretary. The Secretary shall: (a) keep the minutes of all meetings of the unit owners and of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the Declaration and these Bylaws or as required by law; (c) have charge of such books and records as the Board of Directors may direct; (d) count the votes at meetings of the Association; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

Section 9. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by the President of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 10. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess such common expenses against the unit owners in accordance with Section 7 of the Declaration. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable at such time or times as the Board of Directors shall determine. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by him, and shall furnish copies to all unit owners of each budget on which such common expenses are based.

Section 2. Insurance. The Association shall be required to obtain and maintain the following coverages:

(a) Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Units and Unit upgrades or betterments, together will all service machinery

appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation.

(b) Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

(i) Worker's compensation insurance;

(ii) Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

(iii) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

(iv) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

(c) Insurance Deductible. In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss originates in more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board's decision on the allocation of the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

Section 3. Repair and Reconstruction After Damage.

(a) In the event of any damage to or destruction of the Property where the insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors

is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged units, and any kitchen or bathroom fixtures, but not including furniture, furnishings, or personal property of unit owners in the units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in the repair and reconstruction in appropriate progress payments. Any cost of repair and reconstruction in excess of the insurance proceeds shall be a common expense, and the Board of Directors may assess all the unit owners for the deficit as part of the common expenses.

By acceptance of the deed to a unit, each unit owner shall be deemed to have consented to this authorization and direction for repair and reconstruction. The authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Article III, Section 10(a) of these Bylaws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Act.

(b) In the event the Property is destroyed or damaged and insurance proceeds, if any, are insufficient to complete repair or reconstruction, the Association by vote of a majority of unit owners shall determine within 90 days after the damage or destruction whether to proceed with repair, reconstruction or sale. If the Association determines to repair or reconstruct, the Board of Directors shall arrange for the repair or reconstruction in accordance with the preceding paragraph of this section. If the Association, within 90 days after such damage or destruction fails to make a determination to repair, reconstruct or sell, the Property shall be deemed to be owned in common by the unit owners in the same percentages as previously owned by each unit owner in the common elements and be subject to an action for partition at the suit of any unit owner. In the event of a partition action, the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their relative square footage of their units, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

Section 4. Payment of Common Expenses. All unit owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Directors shall determine. A late charge in the amount set in the Rules and Regulations may be imposed by the Board of Directors against a unit owner if any balance in common expenses remains unpaid by the fifth day of the month when due.

Each unit owner shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association or the Board of Directors on any matter.

Section 5. Collection of Assessments. The Board of Directors shall assess common expenses against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any assessment due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, such unit owner shall be

obligated to pay interest at the rate set in the Rules and Regulations on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid, common expenses. The Board of Directors shall have the right and duty to attempt to recover such common expenses, together with interest thereon, late fees, and the expenses of the proceedings, including actual attorneys' fees and costs, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 703.165 of the Wisconsin Condominium Ownership Act.

Section 7. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be obligated to pay assessments as they come due during the pendency of the foreclosure action, and in order to redeem the unit, the owner must pay all assessments, late fees, interest, attorneys' fees and costs due and owing . The Association or the Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Expenses. The Board of Directors shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common expenses.

Section 9. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; and/or (b) to fine the owner for such violations; and/or (c) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Section 10. Maintenance and Repair.

(a) All maintenance of and repairs to any unit (including replacement of window panes, including glass skylights and glass doors, if any), structural or nonstructural, ordinary or extraordinary shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common elements resulting from his negligence, misuse, misconduct or neglect.

(b) All maintenance, repairs and replacements to the common and limited common elements (unless necessitated by the negligence, misuse, misconduct or neglect of a unit owner, in which case such expense shall be charged to such unit owner) shall be made by the Board of Directors and be charged to all the unit owners as a common expense.

Section 11. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use a the Property shall be subject to the following limitations:

(a) The unit is intended for residential use. However, recognizing the ongoing trend toward telecommuting, a home-based business is permitted under the following conditions:

(i) There will be no coming and going of customers, clients, vendors, staff or others to the common areas or the business owner's unit, except for maintenance/service personnel, home-cleaning services and home-care providers.

(ii) There will be no solicitation of other unit residents.

(iii) The business will not create a nuisance as in subparagraph (c).

(iv) The Board of Directors has the authority to suspend operation of the business on condominium property if it were determined to be in violation of any of the above.

Continued operation of the business upon notification from the Board of Directors that the business was in violation would subject the violator to a special assessment of $500 per month from the date of violation (prorated for partial months).

(b) The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to us residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) A unit owner shall not place any furniture, packages or objects in common elements, except that of a Unit owner may place furniture, packages or objects in the storage area assigned to his unit as a limited common element.

(f) Household Animals

(i) Resident Household Animals. Each unit may keep in residence up to two animals of a type or types commonly considered ordinary household animals (such as cats, small caged birds, or small tropical fish); however, no resident

household animal shall be of a type that requires removal from the unit on a regular basis as part of its ordinary routine of care (such as dogs).

(ii) Visiting Animals. All units are prohibited from hosting nonresident animals of any kind anywhere on the Property at any time.

(iii) Compliance. All unit owners shall comply, and shall be responsible for the compliance of their tenants, guests, and visitors, with the provisions of this Article V, Section 11(f), of the Bylaws, as well as with any and all applicable provisions regarding resident and/or visiting household pets in the Rules and Regulations of L'Hermitage Condominium Association, Inc., as promulgated and amended from time to time by the Board of Directors pursuant to Article V, Section 14, of these Bylaws, including, without limitation, any such provisions governing the unit owner's responsibility for damage and the unit owner's indemnification obligations.

(g) Units must be kept in a good, clean and largely clutter-free condition to help avoid pest infestations, fire hazards, and other safety concerns.

(h) No boats or recreational vehicles shall be parked on the Property. No vans or trucks which are used for commercial purposes shall be parked on the Property,

(i) No whirl-pool, water-jet or Jacuzzi type units shall be installed or operated in any of the units.

Section 12. Authorized Spending by the Board of Directors. Any expenditures (of a non-emergency nature), costing in excess of $100,000 that are to be made on the common or limited common elements in which moneys are to be taken from the reserve fund or by the assessment of unit owners, shall require the approval of a majority of unit owners where at least 50% of the authorized owners are in attendance either in person or by proxy. Any expenditure on the common or limited common areas costing $100,000 or less may be made by the Board of Directors without approval of the unit owners and the cost shall constitute a common expense. No project which costs more than $100,000 shall be broken down into increments of less than $100,000 in order to avoid a vote of unit Owners. These expenditures could be additions, improvements, replacements, alterations, maintenance or repairs.

Section 13. Structural Additions, Alterations or Improvements by Unit Owners. A unit owner may make additions, improvements or alterations within his unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of his unit or of any portion of the property. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such additions, alterations or improvements.

Section 14. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common elements, the operation of the Property, and administration of

Association matters may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 15. Water Charges. Municipal water shall be supplied to all of the units and the common elements, and shall be separately metered for each unit. The Board of Directors shall pay the bills for water consumed or used in or in connection with the common elements as a common expense. Each unit owner shall pay the bills for water consumed or used in or in connection with his unit.

Section 16. Electricity and Gas. Electricity and gas required to service the units and the common elements are supplied by the public utility companies serving the area. The Board of Directors shall pay the bills for such gas and electricity consumed or used in or in connection with the common elements as a common expense. Electricity and gas are separately metered for each unit. Each unit owner shall pay the bills for electricity and gas consumed or used in or in connection with his unit.

Section 17. Right of Access. A unit owner shall grant a right of access to his unit to the manager, the managing agent, and any other person authorized by the Board of Directors, the manager or the managing agent to make inspections, to correct any condition originating in his unit and threatening another unit or the common or limited common elements, to install, alter or repair mechanical or electrical services or other common or limited common elements in his unit or elsewhere in the building, and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI

Sales and Leases of Units

Section 1. Sales and Leases. Unit owners may sell or lease their units or any interest therein provided the provisions of this Article are complied with. A unit owner's sale of his unit shall include the sale of (a) the undivided percentage interest in the common and limited common elements appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such unit owner in any other assets of the Association ((a), (b) and (c) hereinafter collectively called the "appurtenant interests").

Section 2. No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as a part

of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units. Notwithstanding the above, any unit owner who owns more than one parking space may, subject to the rights of any existing mortgagee, grant, by execution and recording of an assignment, the use of such additional parking space or spaces to another unit owner. Thereafter, the grantor shall have no further right to use such additional parking space or spaces. The grantor and grantee shall notify the Association promptly of such transfer.

Section 3. Disclosure Requirement on Sale. Upon the request of the seller of a unit, the Association shall furnish to the seller copies of documents necessary for the seller to comply with the Wisconsin statutes on disclosure requirements.

Section 4. Financing of Purchase of Units by Association. Acquisition of units by the Association or its designee, on behalf of all unit owners, may be made from the working capital and assessments for common expenses in the hands of the Board of Directors, or if such funds are insufficient, the Association may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association. The Association shall act to borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181, Wisconsin Statutes.

Section 5. Waiver of Right of Partition With Respect to Units Acquired by Association. In the event that a unit shall be acquired by the Association or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 6. Rental Restrictions.

(a) Only 10% of the Units shall be allowed to lease at any given time (the "Leasing Limit"). An Owner of a Unit must occupy the Unit for at least one (1) year before the Unit is eligible for leasing (the "Owner Occupancy Requirement").

(b) **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**.

(c) 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.

(d) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section and allow additional Units to be leased upon request of a Unit Owner if it determines 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 a unit pursuant to this hardship exception, an application for an exception must be in writing to the Board and give the reasons for requesting the exception. The Board shall convene a meeting within 30 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 appear. The Board shall make a decision as to whether or not to grant the hardship exception within seven (7) days of said meeting and the reasons shall be briefly stated in writing. If the Board fails to issue a decision within seven (7) days, the exception request shall be deemed denied. The Board's decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(e) For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

(i) The lease must be in writing;

(ii) The lease must be for the entire Unit;

(iii) The lease must be for a minimum period of six (6) months and a maximum of twelve (12) months;

(iv) The lease must designate that the use of the premises is subject to the Declaration, the Bylaws, and the Rules and Regulations of the Association;

(v) A copy of the lease must be provided to the Board of Directors within seven (7) days of its execution; and

(vi) Every tenant is subject to the laws of Wisconsin governing landlord-tenant relations and regulations. If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or Bylaws, or both, including any Rules and Regulations, the Association may bring an action in its own name or that of Unit Owner, or both, to have the tenant evicted or recover damages, or both. The Association shall give the tenant and the Unit Owner written notice of the nature of the violation and have thirty (30) days from the mailing of the notice of the nature of the violation in which to cure the violation before the Association may file for eviction.

No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Short term rentals of Units through similar services such as AirBnb and VRBO are expressly prohibited.

Section 7. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Association all unpaid common expenses theretofore assessed by the Board of Directors against his unit.

Section 8. Limited Common Elements. Unit owners may grant by deed, subject to the rights of any existing mortgagee or land contract vendor, their rights to use any of the limited

common elements assigned to their units provided the grantee is a unit owner and the Association is given notice of the name and permanent address of the grantee. No such conveyance shall be effective until the deed is recorded with the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE VII

Condemnation

Section 1. Common Elements Exclusive of Units and Underground Parking Connecting Structure. In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property exclusive of any of the units and the underground parking connecting structure, the award made for such taking shall be payable to the Association. The Association shall promptly undertake to restore the common elements. The proceeds of the award shall be disbursed to effect such restoration and any costs in excess of the award shall be a common expense. The Board of Directors shall effect such restoration in accordance with subparagraph (a) of Section 3, Article V of these Bylaws. If restoration is not undertaken, the proceeds of the award shall be disbursed to the unit owners in proportion to their respective undivided percentage interests in the common elements.

Section 2. Common Elements Exclusive of Units But Including Underground Parking Connecting Structure. In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property exclusive of any of the units but inclusive of all or part of the underground parking connecting structure, the provisions of Section 1, Article VII of these Bylaws shall apply except that if restoration of the underground parking connecting structure is not undertaken, that part of the proceeds of the award attributable to the underground parking connecting structure shall be disbursed in equal shares on a per space basis to those unit owners who had parking spaces in the underground parking connecting structure taken in the condemnation or eminent domain proceeding.

Section 3. Underground Parking Connecting Structure Only. In the event of a taking in condemnation or by eminent domain of part or all of the underground parking connecting structure exclusive of any of the units and any other part of the common elements of the Property, the provisions of Section 1, Article VII of these Bylaws shall apply except that if restoration is not undertaken, the proceeds of the award shall be disbursed in equal shares on a per space basis to those unit owners who had parking spaces in the underground parking connecting structure taken in the condemnation or eminent domain proceeding.

Section 4. Units Exclusive of Underground Parking Connecting Structure. In the event of a taking in condemnation or by eminent domain of any of the units exclusive of the common elements or any of the units and a part of the common elements but not including any part of the underground parking connecting structure, the Association by vote of a majority of unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of such taking) shall determine whether to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, the Board of Directors shall effect such repair or reconstruction in accordance with subparagraph (a) of Section 3, Article V of these Bylaws. Any cost of repair or

reconstruction in excess of the award shall be a common expense. If the Association determines not to repair or reconstruct or fails to vote within said 90-day period, the entire net proceeds shall be disbursed to those unit owners whose units have been taken. Each of those unit owners shall receive a share of the proceeds equal to the product of the proceeds multiplied by a fraction, the numerator of which is the percentage of interest in the common elements appertaining to his unit and the denominator of which is the total percentage of interest in the common elements appertaining to all of the units of such unit owners. If any such unit owner is in default in paying common expenses, the amount of said common expenses shall be deducted from his share of the proceeds. Upon receipt of his share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of their undivided percentage interest in the common elements and shall thereafter no longer be considered a unit owner. The interests of the remaining unit owners in the common elements shall be recomputed by the Board of Directors, whose decision shall be final, to reflect said releases.

Section 5. Units Including Underground Parking Connecting Structure. In the event of a taking in condemnation or by eminent domain of any of the units and a part of the common elements including part or all of the underground parking connecting structure, the provisions of Section 4, Article VII of these Bylaws shall apply except that in the event repair or reconstruction of the underground parking connecting structure is not undertaken, the proceeds of the award attributable to the taking of the underground parking connecting structure shall be disbursed in accordance with Section 3, Article VII of these Bylaws.

ARTICLE VIII

Records

Section 1. Records and Accounts. The Board of Directors or the managing agent shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records, and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common expenses against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners at least annually.

ARTICLE IX

Miscellaneous

Section 1. Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be delivered via electronic means, mailed, or hand delivered to his unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees

of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when sent, except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or to their mortgagees need not be mailed by registered or certified mail.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Conflicts. These Bylaws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these Bylaws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these Bylaws conflict with the provisions of the Declaration, the Declaration shall control.

ARTICLE X

Amendments to Bylaws

Section 1. Amendments to Bylaws. These Bylaws may be modified or amended by the affirmative vote of unit owners having 67% or more of the votes.

Adopted at the annual meeting of unit owners October 24, 2019.