Amended and Restated

By-Laws

of

Draper Hall

Condominium Association, Inc.

Approved By The Association at the Owners' Meeting

on

April 31, 2022

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AMENDED AND RESTATED BYLAWS

OF

DRAPER HALL CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

These are the Amended and Restated Bylaws of Draper Hall Condominium Association, Inc. All prior Bylaws are hereby revoked and superseded herein in their entirety.

Pursuant to the Articles of Incorporation of Draper Hall Condominium Association, Inc. and the First Amended And Restated Declaration Of Condominium and Plan Of Development For Draper Hall Condominiums recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, as the same is amended from time to time (hereinafter "Declaration"), the following are adopted as the By-Laws of Draper Hall Condominium Association, Inc. (hereinafter sometimes referred to as the "Association"), which is a non-stock corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements in Draper Hall Condominium (hereinafter the "Property") under the condominium form of ownership, as set forth in Chapter 703 Condominium Ownership Act of the State of Wisconsin and subject to the terms and conditions of the Declaration. These Amended and Restated By-Laws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, personal representatives, successors and assigns.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 Members. The rights and qualifications of the members are as follows:

2.1.1 Member Defined. Members of the Association shall be all Unit Owners. Every Unit Owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such unit ceases for any reason, at which time his/her membership in the Association shall automatically cease.

2.1.2 One Membership and Vote Per Unit. One membership and one vote shall exist for each unit. Where the Owner of a condominium is a trust, corporation, partnership or family entity (such as a trust or family partnership), the entity may nominate a person to represent it. The nominee of such an entity may reside in Draper Hall, and shall have the voting rights of said entity, and shall be eligible to be a member of the Board. Such nomination must be made in writing and filed with the Board of Directors, and will remain in effect until nominee leaves Draper Hall, or the entity revokes in writing such nomination.

2.1.3 Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit, the mailing and email address to which notice of

the meetings of the Association shall be sent, and the name and address of any mortgagee of a unit from which the Association has received a written demand for notice of meetings.

2.1.4 Transfer of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Any owner who is contemplating the sale of his unit is required by the Board to provide the Manager with a completed Prospective Owners' Questionnaire prior to the date of closing. Copies of this form may be obtained from the Manager. The association shall make appropriate changes to the Membership List effective as of the date of transfer.

2.2 Quorum and Proxies for Member's Meetings. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members holding more than Fifty Percent (50%) of the votes entitled to be cast shall constitute a quorum. 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, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. 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 as originally noticed.

2.2.1 Voting and Proxies. The Association shall have one type of proxy, a quorum only proxy, appointing the President or Vice President or Secretary, the proxy to attend any and all meetings of the Association solely for the purpose of establishing a quorum at any regular or special meeting. The Board of Directors shall establish forms for said proxy and distribute the same to Unit Owners in a timely manner consistent with the Declarations of the Condominium, these By-Laws, Addendum "A" of these By-Laws, the Rules of the Association or State Statutes. There shall be no right to vote by proxy. Any proxy for quorum shall be effective for a maximum period of 180 days (unless granted to a mortgagee), shall be revocable and shall automatically cease upon conveyance by the Member, his, her or their unit. Votes may be cast in person, electronically (remotely through electronic means) or by proxy consistent with this section. Proxies may be filed via email or other electronic means.

2.2.2 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 By-Laws 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 IV, Section 5 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.

2.3 Act by Majority. At all meetings of the Owners, a majority vote of Owners present (as the same is defined in Section 2.2 above) and entitled to vote (unless a different percentage is provided otherwise in this instrument), shall be sufficient for the passage of any motion or the adoption of any resolution, except that in the following matters the vote of at least 67% of the Owners by ballot, shall be required for passage:

(a) Repeal or amendment of these By-Laws or the Rules and Regulations previously adopted by the ownership;

(b) Recall of any Director;

(c) Any other non-delegated matter set forth herein as expressly requiring a 67% vote by the Owners.

The Board shall have no authority to act on matters set forth above as a, b and c.

2.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the date, time and place of the meeting shall be given by the President or Secretary, unless waived in writing by all Unit Owners entitled to vote, to each member at his address as it appears on the books of the Association and shall be mailed or personally or electronically delivered not less than seven (7) days nor more than sixty (60) days prior to the date of the meeting. The inadvertent failure to give notice to any Unit Owner or mortgagee entitled to notice shall not invalidate any action taken at the meeting, unless such invalidation is otherwise required by law. Notice of meetings may be waived before, during or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors, and may be held at a suitable place convenient to the Owners as may be designated by the Board of Directors. Notice of Special Meetings shall further specify the purpose of the meeting.

2.5 Annual Meetings. The annual meeting of Members shall be held on the third Monday of June., or at such other date and time as determined by the Board of Directors, in a suitable location as determined by the Board of Directors. The purpose of each annual meeting of the Members shall be:

(1) for the election of Directors, each member, of which shall be an Owner and shall serve for such period and until his successor is duly elected;

(2) for presentation of a proposed budget for the next fiscal year showing the income and disbursements by the Board for the twelve month period preceding said meeting and the anticipated income and disbursements for the next fiscal year;

(3) for approval of the proposed budget which will be delivered to the Unit Owners in writing not less than 14 days prior to the annual meeting by personal delivery, mail, fax or email to the address, fax number or email address provided to the Association by the Unit Owner;

(4) for the transaction of such other business as may come before the meeting.

2.6 Special Meetings. Special meetings of the members shall be held whenever called by a majority of the Board of Directors and must be called by such Officers and Directors upon written request of twenty percent (20%) the Members who are entitled to vote.

2.7 Financial Reports.

2.7.1 Majority Request. The Board, upon a vote by the majority of members present at either an Annual or Special Meeting shall cause a complete and detailed independent financial report be prepared. The report shall be filed in the office and be made available for review by any Owner upon request.

2.7.2 Individual Request. Any Owner may at any time after fifteen (15) days written notice to the Board and at his own expense cause an independent inspection to be made of the books and financial records of the Association.

ARTICLE III

BOARD OF DIRECTORS

3.1 Number and Qualifications of Directors. The Board of Directors shall consist of five (5) persons, each member of which shall be an Owner. The Directors shall be classified with respect to the terms for which they severally hold office as set forth in Section 3.3 below. In the event that any member of the Association is not a natural person, the appointee of such member of the Association may be a member of the Board of Directors, and such appointee shall not constitute a non-member for purposes of the foregoing provision.

3.2 Election of Directors by Written Ballot. Board Members shall be elected by written ballot. The names of all candidates running for the Board shall be contained on said ballot and the Board of Directors shall establish a notification procedure (per Addendum "A" of the By-Laws) allowing a Unit Owner's name to be placed on the ballot, information relating to said candidate to be distributed to owners of units, and the form of the ballot not inconsistent with the Condominium Declaration, these By-laws, the Rules of the Association or State Statutes.

3.3 Power and Duties of the Board of Directors. The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised in accordance with the provisions of the Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Board is authorized to file or defend, on behalf of the Owners, any action at law or equity which in its opinion is in the best interests of the Owners.

3.4 Election and Term of Directors. All Board Members shall be elected for staggered two year terms and shall be classified such that 2 directors are elected in odd numbered years and 3 directors elected in even numbered years. A director's term ends at the annual election at which his successor is to be duly elected.

3.5 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members at which that class of Directors is to be elected.

3.6 Removal of Directors. At any annual meeting of the membership, or at any special meeting of the membership called for that purpose, any one or more of the Directors may be removed with or without cause the vote of at least 67% of the Unit Owners entitled to vote and a successor may then and there be elected to fill the vacancy thus created.

3.7 Annual Meeting and Notice. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of Officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 Regular Meetings and Notice. Regular meetings may be called by the President or by any two Directors upon not less than 7 days written notice to each Director, given personally or by mail or facsimile transmission or e-mail.

3.9 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) Directors on twenty-four (24) hours prior written notice to each Director, given personally or by mail, electronic or facsimile transmission, which notice shall state the time, place and purpose of the meeting.

3.10 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 Quorum of Directors and Adjournments. At all meetings of the Board of Directors, a majority of the Directors then in office (but not counting any Director who has tendered a written resignation to any other Director) shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Presence at a Board meeting may be in person, or by telephonic or digital/electronic means, as long as the Directors can hear each other simultaneously. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.12 Fidelity Bonds. The Board at its Annual Meeting shall obtain a Fidelity Bond naming as principals therein such persons as may be designated by the Board , and naming the Owners as obligees, for the subsequent twelve month period thereafter in an amount equal to the total sum of the reserve fund and the collections budgeted for the coming fiscal year. Should any member elected to the Board, or any person designated to be covered by the Fidelity Bond, be not

eligible to be bonded at the applicable rates therefore, such person or persons shall be replaced by persons eligible to be so bonded.

3.13 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Such action taken in the absence of a meeting will only be done on an emergency basis when it is not feasible for the Directors to schedule a special meeting. Any action so approved shall have the same effect as though taken at a meeting of the Directors and may be done by facsimile, mail or e-mail. The minutes of any such action taken without a meeting shall be approved at the next meeting of the Board of Directors and placed in the minutes book.

3.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners, or their authorized representatives, and the Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

ARTICLE IV

OFFICERS

4.1 Designation, Election and Removal. The principal Officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors per Section 3.6 herein, and such other Officers as the Board of Directors may from time to time by resolution create. At any meeting of the Board of Directors at which a quorum is present, and upon the affirmative vote of a majority of the members of the Board of Directors in attendance at such meeting, any Officer may be removed, either with or without cause, and his successor elected. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person. Any of the Officers' duties set forth herein may be temporarily delegated to the property manager at the discretion of the Board of Directors.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive Officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He shall have the general powers and duties which are usually vested in the office of President, including but not limited to, the power to sign, together with any other Officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such other duties and have such other authority as may by delegated by the Board of Directors.

4.3 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 both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List and, if so required by the Board, the issuance of membership certificates for the Association. The Secretary shall count votes and ballots (per Addendum "A" of the By-Laws) at meetings of the Association and appoint those in attendance to assist in doing so if required.

4.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association.

4.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a Director or Officer of the Association, if such person (a) exercised and used the same degree of care and skill as prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the association or upon statements made or information furnished by Officers or employees of the association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The Board of Directors shall provide Directors' and Officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time, and the premiums on any such insurance shall be a common expense of the Association.

4.7 Compensation. No Director or Officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership. However, any Director or Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE V

OPERATION OF THE PROPERTY

5.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws, The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, or conveyance, involving the sum of $20,000 or more, shall first be approved by majority vote of the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or for a managing agent with respect to the administration and operation of the condominium.

The Owners of individual condominiums shall, by the acceptance of their deeds thereto, be deemed to delegate to the Board of Directors the power and authority to maintain said Common Area for the benefit of each and all of said Owners.

5.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the Common and Limited Common Elements and facilities by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the documents and easements referred to in the Declaration, or these Bylaws, and shall be designed to prevent unreasonable interference with the use of the respective units and the Common Elements and facilities by persons entitled thereto. The Association members, their guests, and any occupants of the units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means or enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, or amended by a majority vote of the Board of Directors.

5.3 Common Expenses.

5.3.1 Maintenance Fee. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements and facilities of the Condominium and as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable on the first day of each month unless the Board, in its discretion, assess maintenance charges quarterly rather than monthly. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear late fees and interest from the date of delinquency as set forth in the Rules and Regulations. The Board may assess a late fee, in an amount set forth in the Rules and Regulations, for each month or fraction thereof that such assessment is delinquent. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit for purposes of collection. All costs of collection, including actual attorneys' fees, shall be the responsibility of the delinquent unit owner. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

5.3.2 Commencement of Maintenance Fee. The assessment of maintenance charges shall commence on the date of recording of the deed or the delivery of possession of a condominium to its Owners, whichever shall first occur.

5.3.3 Exemption of Maintenance Fee. No owner may exempt himself from liability for his specified contribution to the maintenance fund by any waiver of the use or enjoyment of the Common Area, or by the abandonment of his individual dwelling parcel.

5.4 Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund".

5.4.1 Operating Fund. The operating fund shall be used for all common expenses which occur annually or more frequently, such as amount required for the cost of maintenance and repair of the Common Elements, management services, security, insurance, common services and utilities, administration, materials and supplies.

5.4.2 Reserve Fund. The reserve fund shall be used for periodic capital improvement expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund maybe charged against the reserve fund, up to a maximum of 10% of the reserve fund.

5.4.3 Special Assessment. In the event that the Operating and Reserve funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the Directors may levy further assessment(s) against the Unit Owners.

5.4.4 Liens and Encumbrances. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against any unit, if resulting from action by the Association. The Unit Owner or owners responsible for any lien or obligation which is paid by the Association but not the obligation of the Association shall be specifically assessed for the full amount thereof. The Directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specifically assessed to the Unit Owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Unit Owners in subsequent years.

5.5 Default and Liens. All assessments of common expenses and special assessments until paid, together with late fees, interest and actual costs of collections, including actual attorneys' fees, constitute a lien on the units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto, to the extent permitted by law. If a member of the Association is delinquent in payment of any charges or assessments after thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies and/or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorneys' fees. Liens shall be signed and verified on behalf of the Association by any Officer or agent of the Association. The owners of a unit against which a lien has been filed by the Association shall not be entitled to vote at Association meetings until the lien has been paid in full.

5.6 Locker Assignment. The Board or its Manager is hereby vested with the full responsibility and authority to designate and control the assignment or reassignment of any vacant lockers located within the Common Area.

5.7 Security Locks. The Board shall have the authority, in its discretion, to determine when it is necessary to change the security locks. Security keys shall be numbered and assigned to owners.

ARTICLE VI

REPAIRS AND MAINTENANCE

6.1 Individual Units.

6.1.1 Interior. Each Unit Owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own unit which, if omitted, would affect the property in its entirety or a portion belonging to other owners, and such owner shall be personally liable to the Association or the other Unit Owners as the case may be, for any damages caused by his failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including interior and exterior washing and replacement of broken glass), screens and screening, light fixtures, refrigerators, ranges, heating and air-conditioning equipment, dishwashers, disposals, interior electrical wiring and fixtures, or other equipment which may be in, or connect with the unit or the Common Elements appurtenant to the unit. The Association may, by resolution, assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of Units which affect the appearance of the condominiums' exterior and common areas.

6.1.2 Structural Alterations. No structural alterations of the interior of any unit shall be started or accomplished and no plumbing or electrical work within any walls shall be done by any Owner without the prior written consent of the Board.

6.1.3 Exterior. Unit owners shall each be responsible for the purchase and maintenance of coverings on their balcony floors, the cleaning of exterior window glass, and the general cleanliness of balcony areas.

6.2 Common Elements and Facilities.

6.2.1 Association Responsibilities. The Association shall be responsible for the management and control of the Common and Limited Common Elements and facilities and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual Unit Owners are responsible therefor as provided by Section 6.3 herein or by the Declaration with respect to Common Elements and/or Limited Common Elements.

6.2.2 Owner Liability. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, omission, negligence or carelessness or by that of any member of his family or his or their guests, employees, agents.

6.2.3 Emergency Access to Units. The Owners of individual condominiums shall, by the acceptance of their deeds thereto, be deemed to delegate to the Board of Directors or its Manager the power to enter into any unit when reasonably necessary in the discretion of the Board or its Manager, to protect the Common Area or preserve the appearance and value of the Property in connection with maintenance or construction for which the management body is responsible.

6.3 Delegation of Limited Common Area Maintenance. The Association hereby delegates to the Unit Owners the responsibility for cleaning of balconies. Each Unit Owner shall perform maintenance in a reasonable manner such that same are continuously maintained in a safe, sanitary and esthetically pleasing manner, and so as to prevent damage to or destruction of same.

ARTICLE VII

DUTIES AND OBLIGATIONS OF UNIT OWNERS

7.1 Rules and Regulations. The units and the Common Elements and facilities and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations adopted by the Association from time to time. Rules and Regulations, in addition to those set forth in this Section, governing the use of facilities by Owners and by their guests and invitees shall be promulgated by the Board . Each Owner shall be required to strictly comply with said Rules and Regulations, and shall be responsible to the Board for the compliance therewith by members of his or her family, relatives, guests or invitee, both minor and adult. The Board shall have the authority to suspend or to revoke the privilege of any owner to have their relatives, guests or invitees use the facilities of said recreational area in the event of violation of such Rules and Regulations by any such person or persons. Whenever the word "owner" is used in this Section, it shall, in addition, include the owner's spouse, children, employees, business and social guests

7.1.1 Use. No Unit Owner shall use his or her unit or permit the same or any part thereof to be used for any purpose other than as a private residence for the owner or the owner's immediate family. No trade or business shall be conducted on the condominium property or from any unit, except as may be specified in the Declaration.

7.1.1.1 For the comfort and convenience of all owners and to insure proper use and care of the premises, occupants shall not be permitted to:

1. Allow any article to be placed on balcony railings except:

i. temporary screening to protect children which must be preapproved by the Board on an annual basis (a form application, provided by the Board, must be completed and approved each year) , and removed when children are not present,

ii. Christmas lights attached with Velcro or zip ties (to be installed only during the period from the day after Thanksgiving until January 15);

2. Allow any article to be dropped from windows or balconies onto adjacent sidewalks or walks or driveways. If any oversize article should require being lowered from windows or balconies, permission must be received from the Board of Directors.

3. Allow residents or guests to loiter or play in halls, stairways, elevator or other portions of the building generally used by the public or other occupants.

4. Use laundry rooms for any purpose other than laundering clothes.

5. Place any items on the floor outside the entrance door to the Unit, or place any items on the wood paneling around the entrance door to the Unit.

6. Place any items hanging from/adhered to the outside of the entrance door to the Unit, except for one decoration/personal item.

7.1.2 The sidewalks, driveways, parking areas, entrances, halls, stairways or elevator shall be used for ingress or egress, and not be used for storage or obstructed in any way, unless otherwise provided by these Regulations.

7.1.3 The Association shall not be responsible for any loss or damage to any property stored in lockers, store rooms or other space. Any owner, in making use of such space, does so at his or her own risk, and must provide his or her own locks and insurance.

7.1.4 Owners shall not interfere in any way with any part of the heating, lighting or cooling apparatus or controls in or about the building, except for the normal adjustments of the air conditioner, stove and refrigerator in Owner's unit. In addition, Owners shall keep unit doors closed to maximize the efficiency of the air conditioning/heating in the hallways and to limit possible fire exposure to neighboring units, as recommended by the Fire Department.

7.1.5 To insure the integrity of our security system, Owners are advised to use discretion in the distribution of security lock keys to as few people as possible. A loaner key for visitors is available from the Property Manager or President of the Association.

7.1.6 All solicitors or salespersons allowed in the building by any one owner must be advised by that owner that they are not to call on any other unit.

7.1.7 Eating or drinking or carrying open food or liquid containers in the elevator or common areas in the building is not allowed.

7.1.8 No bare feet are allowed in common areas inside or outside the building, except in the swimming area.

7.1.9 Unauthorized cars parked in owners' spaces will be ticketed and towed, if necessary. Owners must notify visitors, contractors/vendors, etc. of Draper Hall's use of blue reflectors to identify non-owner parking spaces, or suggest street parking.

7.1.10 Repairmen, carpenters, painters, etc. must remove all trash from the premises and not throw trash down the chute or place in trash room dumpster.

7.1.11 .MINORS ARE NOT ALLOWED TO OPERATE THE ELEVATOR ALONE. THIS CAN BE DANGEROUS! MINORS MUST BE ACCOMPANIED BY AN ADULT

AT ALL TIMES IN THE COMMON AREAS - BOTH INSIDE AND OUTSIDE THE BUILDING, ESPECIALLY IN THE LAKE AREA.

7.1.12 Gasoline, oily rags, propane tanks and other combustibles may not be stored in the building, including owners' storage lockers.

7.1.13 Use only plastic or metal containers – NOT GLASS – when serving refreshments in the common area out of doors.

7.1.14 Do not leave cartons, toys, papers, boxes or trash of any kind outside owner's door or anywhere in the common area inside or outside the building.

7.1.15 No bicycles are allowed in the building, other than in the owner's storage locker. Bicycles must be kept within the owner's designated parking area or in their storage locker, or in a bicycle rack location or locations approved by 67% of the owners. Bicycle owners utilizing the bicycle racks must register their bicycles with the Property Manager and pay an annual fee. There will be no outdoor storage of bicycles allowed in the winter months. Bicycle owners will be allowed to utilize the bicycle rack or racks from April 1 to October 15.

7.1.16 Kayaks may be stored in the common area in the area specifically designated by the Board, between April 1 and October 15 of each year.

7.1.17 Occupancy. Units in Draper Hall Condominium shall not be rented or leased. Occupancy shall be limited to principals and their immediate family or persons financially connected to the entity with ownership interest held by Deed, Trust, Limited Family Partnership, or the like. Any type of unit rental, including but not limited to vacation, short-term rentals (such as Air BnB or VRBO) or long-term rentals, are specifically prohibited. Any Unit Owner who advertises his or her unit as available for short-term rental shall be deemed to violate this Section.

7.1.18 Animals. No animals of any kind shall be raised, bred or kept in any unit or in any of the Common Elements.

7.1.19 Window Treatments. All windows within a unit open to exterior view shall be either uncovered or treated with draperies or curtains properly hung on drapery or curtain rods, shades and/or window blinds. For purposes of uniformity of exterior appearance, the Association, by rule and regulation, may from time to time determine and specify the type, quality and appearance of draperies and window treatments which will be visible from the exterior of the building. With respect to the installation of awnings, sunshades, screen doors and other minor installations exterior to any condominium unit, the prior written approval of the Board shall be exercised with a view to promoting uniformity in such minor installations and thereby enhancing the attractiveness of the property as a whole.

7.1.20 Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance on the units or the Common Elements, without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his unit or in the Common Elements which will result in the cancellation of insurance on any unit or any part of the Common Elements, or which would be in violation of any law or

ordinance. All Owners shall be liable for any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a residence or its appurtenances.

7.1.21 Signs. No sign, advertisement, article, device or notice of any kind shall be displayed to the public view on or from any unit or the Common or Limited Common Elements, except those signs that the Association may be required to allow by law.

7.1.22 Noxious Activity. No Owner shall permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance thereon, or which will obstruct or interfere with the rights of other Owners, or annoy them by unreasonable noise, strong or obnoxious odors or otherwise, nor will any Owner commit or permit any nuisance on the premises, or commit or suffer any immoral or illegal act to be committed thereon. Each Owner shall comply with all of the applicable ordinances and statutes and with the requirements of the local and State Board of Health with respect to the occupancy and use of said premises.

7.1.23 Alteration, Construction or Removal. No owner shall, at his expense or otherwise, make any alteration, addition or modification to the exterior of his individual unit or construct any fence, exterior clothes line, obstruction or improvement of any kind or character on or connected to or adjacent to his individual unit, or in any part or portion of any of the Common or Limited Common Area herein defined and described, without prior written approval of the Board. No individual antenna, aerial, or other device or fixture for radio, television, electricity, telephone or other transmission of any kind or nature whether adapted or adaptable for use for receiving, broadcasting, transmission or other purpose, shall be installed on the Common Element . Such devices as are protected by federal law may be installed within the Unit or Limited Common Elements, subject to the Rules and Regulations.

7.1.24 Use of Common Areas. No owner may keep or store, or permit to be kept or stored any of the following items on any portion of the Common Elements or Limited Common Elements, including but not limited to all driveways:

(1) Any truck larger than a 3/4-ton pickup truck.

(2) Any vehicle used as a commercial vehicle containing any type of signage.

(3) Junked, inoperative or unlicensed vehicles.

(4) Boats, campers, recreational vehicles, snowmobiles, or any type of trailer, or motorcycles. Temporary parking of such vehicles for loading/unloading purposes only may be allowed with advance written permission from the Board.

Notwithstanding the foregoing, such vehicles as are reasonably necessary for the construction, reconstruction, repair and/or remodeling of units and Common Elements, and/or for moving or delivery purposes, shall be allowed, providing same do not remain on the property for any time period longer than is reasonably necessary, and providing further that all owners of the Unit, jointly and severally, shall be responsible and liable to the Association for the repair of any damage to the Common or Limited Common Elements resulting therefrom.

Each Owner shall be liable to the Board for any damage to the Common Area or to any of the equipment or improvements thereon which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family members, relatives, guests or invitees, both minor and adult. In the case of joint ownership of a condominium, the liability of such owners shall be joint and several.

7.1.25 Temporary Structures. Temporary structures, such as sheds or other storage facilities, are prohibited on Common or Limited Common Elements.

7.1.26 Storage. Balconies shall not be used for any storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles, or wagons, nor shall balconies be used for the drying or airing of laundry, carpets, rugs, or clothing. Furthermore, no grills shall be used or stored on balconies, unless they are of a type using a cover in place while in use. Propane tanks shall not be stored within a unit or storage locker. Charcoal grills are prohibited. No clotheslines shall be hung in Common or Limited Common Elements.

7.1.27 Access. No vehicle shall occupy, park upon or otherwise block access to or exit from the parking space of another unit or the approach thereto.

7.1.28 Vehicle Maintenance. No maintenance or lubrication of any vehicle shall be permitted anywhere on the Common or Limited Common Elements.

7.1.29 Rummage Sales. No rummage or garage type sales shall be conducted on the Common or Limited Common Elements.

7.1.30 Smoking Prohibited. Smoking is prohibited everywhere on the property of Draper Hall Condominium including, but not limited to, in (i) the individual Units; (ii) indoor and outdoor exclusive use areas appurtenant to any unit or units, including any parking space; and (iii) all other indoor and outdoor common areas and facilities. No unit owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, licensee, guest, friend, or family member, anywhere on the Condominium property. For purposes hereof, smoking shall include the inhaling, exhaling, breathing, carrying, or possessing of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco or marijuana, or other similar heated or lit product (e.g. e-cigarette) whether or not containing tobacco or marijuana.

(i) Notwithstanding the said prohibition against smoking, the Board of Directors, in its sole discretion, may designate (or remove from designation), from time to time, an outdoor area for smoking, provided the smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas, or individual units.

(ii) While this restriction is intended to render the Condominium premises (except to the extent provided in the immediately preceding paragraph) smoke free, the Board of Directors is not a guarantor of a smoke-free environment hereunder. The Board of Directors shall have the right, but not the obligation, to enforce this restriction if the Board determines, in its sole discretion, that it is appropriate to do so in any individual case or circumstance. Should it decide to do so, the Board of Directors may act based on a reasonable assumption that smoking is occurring within

a Unit from the reported observations of the complaining Unit Owner(s). If the Board of Directors determines to take any such action, then in addition to its other rights and remedies under the constituent documents of the Condominium, at law, and in equity, the Board of Directors shall be entitled to recover its costs and expenses, including all attorneys' fees and court costs, incurred in enforcing this restriction.

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

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

(v) Exception/Grandfathering. Any Unit owner that wishes to be grandfathered, that Unit owner must self-identify to the Board of Directors at the time of adoption of these Amended and Restated Bylaws. The Unit owners who self-identify as smokers will be grandfathered in until they sell or otherwise transfer their Unit.

7.1.31 Collections Policy.

7.1.31.1 The regular monthly assessments are due on the first day of each month.

7.1.31.2 Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

7.1.31.3 Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

7.1.31.4 All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

7.1.31.5 The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

7.1.31.6 In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed $50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.

7.1.31.7 No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph (k) below.

7.1.31.8 A late fee of $50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.

7.1.31.9 The basic collection system of the Board shall be as follows:

1. At 15 days past due, a courtesy reminder may be sent the delinquent owner;

2. At 30 days past due, a past due notice may be sent;

3. At 45 days past due, a second past due notice may be sent; and

4. At 60 days past due, the matter may be referred to the attorney for collection.

7.1.31.10 An administrative fee of $100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

7.1.31.11 Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account it current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

7.1.31.12 Any of the dollar amounts referenced in this Section 7.1.31 (fees and interest) may be amended by a vote of the Board of Directors with written notice to all owners.

7.1.32 Enforcement and Grievance Procedure.

7.1.32.1 The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

1. **A WRITTEN WARNING <u>for a Unit Owner or resident's first violation</u>** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

2. **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

3. **ONE HUNDRED DOLLARS ($100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

4. Notwithstanding paragraphs (i-iii) immediately above, **FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation** of the Condominium Documents, <u>when in the sole opinion of the Board of Directors</u> the violation meets one or more of the following criteria:

i. The violation is in direct defiance of a previous mandate from the Board of Directors.

ii. The violation was malicious in its intent.

iii. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

iv. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*

7.1.32.2 Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

7.1.32.3 Any of the fine dollar amounts referenced above may be amended by a vote of the Board of Directors with written notice to all owners.

7.1.32.4 Attorney Fees

1. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

2. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

7.1.32.5 Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

7.1.32.6 GRIEVANCE COMMITTEE RULES AND PROCEDURES:

1. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

2. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.

3. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

4. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

5. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

i. A letter shall be sent by certified mail, return receipt requested, informing all parties:

(1) Of the time, place and date of a hearing before the Grievance Committee.

(2) Of the right to counsel

(3) That evidence shall be received and a record made whether or not the party complained against attends.

6. The hearing shall be divided into two (2) sections:

i. The hearing.

ii. The determination and decision.

7. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

8. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

9. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

10. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.

11. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

12. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

i. The award was procured by corruption, fraud or undue means;

ii. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

iii. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

iv. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

7.1.33 Precedence. The failure of the Board or its Manager or of an Owner to enforce any right, provision, covenant or condition which may be set forth in these By-Laws shall not constitute a waiver of the right of the Board or its Manager or Owner to later enforce such right, provision, covenant or condition.

ARTICLE VIII

GENERAL

8.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of July and end on the last day of June in each year, unless a different fiscal year is elected.

8.2 Address. The mailing address of the Association shall be 333 N. Lake Rd., Oconomowoc, Wisconsin 53066 or such other address as maybe designated by the Board of Directors from time to time.

ARTICLE IX

AMENDMENT

Each and all of the provisions of these By-Laws may be modified, amended, added to or deleted, by a further declaration or agreement in writing properly executed and acknowledged by not less than sixty-seven percent (67%) of the Owners of interest in the Condominium.

ARTICLE X

MISCELLANEOUS

10.1 Record of Ownership. Every Unit Owner shall, upon the acquisition of a Unit, or any interest therein, promptly notify the Association, in writing, of the change of ownership, which notification shall include the Unit Number, the names of all owners of the Unit, the name and address of any mortgagee, and the mailing and email address to which notices should be sent for such Unit. Every Unit Owner shall further promptly notify the Association, in writing, of any change of mortgage status or address.

10.2 Statement of Assessments. The Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such request is received.

10.3 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as set forth in the Declaration and in said Condominium Ownership Act.

10.4 Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision thereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

10.5 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:

10.5.1.1 When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;

10.5.1.2 When the transfer is solely between spouses and/or domestic partners;

10.5.1.3 When the transfer is solely between a parent and his, her or their child; and

10.5.1.4 When the transfer is to or from the Association

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

10.7 Violation. Every act or omission in violation of any covenant, condition or restriction herein set forth shall constitute a nuisance, and in addition to the legal remedies hereinbefore set forth, may be abated or enjoined by any Owner or any members of the Board or its Manager.

10.8 Remedies. All remedies, rights and privileges granted to the Board, its Manager or a condominium Owner pursuant to any terms, provisions, covenants, or conditions of the condominium documents shall be deemed to be cumulative and not exclusive, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other than additional rights, remedies or privileges as may be granted to such party by applicable statutes or at law or in equity.

10.9 Fractional Interest. No Owner shall be entitled to sell, convey or encumber his undivided fractional interest in the tract, except in conjunction with a sale or encumbrance of his individual unit. Any attempted or purported action in violation of this covenant shall be void and of no effect.

10.10 Nonseverable Conveyance. The individual airspaces which make up the condominium unit of an Owner shall not be severable one from the other for conveyance, encumbrance, or for other purposes, and any transfer or conveyance, voluntary or involuntary, of any portion of Units 1 through 35 shall convey the entire unit, whether or not expressly stated in the conveyance of this instrument pertaining thereto.

10.11 Perpetuity of Bylaws. These Bylaws shall run with the land, and shall continue in full force and effect until (a) terminated by a court of competent jurisdiction pursuant to law, or (b) in the event of the total destruction of the improvements on said real property and a subsequent determination of the Owners not to rebuild the same. Each purchaser by accepting a deed accepts

the same subject to all the covenants, conditions and restrictions herein contained and agrees to be bound by each and all thereof. The provisions of these Bylaws shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of the condominium Property. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

ARTICLE XI

DESTRUCTION AND RECONSTRUCTION.

11.1 Repair and Reconstruction. In the event of a partial or total destruction of the Common Elements, they shall, subject to the provisions of Section 11.2 below, be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

11.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a common expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the common elements, and shall be distributed in accordance with the priority interests in each Unit.

ARTICLE XII

INSURANCE.

12.1 Association Insurance. The Association shall provide and maintain insurance for the property, insuring all Common Elements, Limited 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, against loss or damage by fire and such other hazards for not less than the full replacement value of the property insured and a liability policy covering all claims commonly insured against. Insurance coverage shall be written on the property in the name of the Association as Trustee for each of the Unit owners and their respective mortgagees in proportion to their percentage interest in the common elements, as their interests may appear. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value. The insurance shall afford protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such

other risks or hazards as, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use.

12.2 Waiver of Subrogation. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time.

12.3 Distribution of Proceeds. In the event of partial or total destruction of the building or other common elements and the repair or reconstruction of the same in accordance with the Article 11 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

12.4 Combined Protection. If insurance coverage is available to combine protection for the Association and the Unit owners' individual Units, the Board of Directors shall obtain such combination of insurance protection. Nothing contained in this paragraph shall be deemed to prohibit any Unit owner, at his own expense, from obtaining any additional insurance coverage on his improvements or on his Unit.

12.5 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:

12.5.1 Worker's compensation insurance;

12.5.2 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;

12.5.3 Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

12.5.4 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**.**

12.6 Indemnity of Officers and Directors. Every person who is or was a Director or an Officer of the Association (together with the heirs, executors and administrators of such person) shall

be indemnified by the association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such Director or Officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or Officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which Officers, Directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article XII contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, Director or Officer of the association with respect to any duties or obligations assumed or liabilities incurred by him as a Unit Owner under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles and By-Laws Of the Association, or as a member of the Association.

12.7 Common Expense. All premiums for Association insurance and other insurance obtained by the Association shall be a common expense of the condominium, except that any increase in the rating or premium charge for any such insurance caused by the character of any Unit, and/or by the character of use of any Unit shall be an expense solely for such Unit owner. Insurance deductible responsibility shall be determined by Section 12.9 below.

12.8 Appraisal. A complete insurance appraisal of each condominium building shall be made at least once every three (3) years. Unless otherwise required by applicable law, the insurance appraisal may be dispensed with if the insurance policy includes guaranteed replacement cost coverage.

12.9 Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

12.10 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

12.10.1 The personal property within the Unit;

12.10.2 Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

12.10.3 Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);

12.10.4 Special perils contents coverage; and

12.10.5 Sewer backup and sump pump failure coverage.

ARTICLE XIII

BOAT POLICY

13.1 Mooring Restrictions. No boats or other vessels will be moored on the water fronting Draper Hall without the advanced approval of the Board. The Board may prohibit mooring of a particular boat because of its size, or because mooring space is inadequate, or for any other reasonable reason. Boat slips must be occupied by boats owned (titled) to residents of Draper Hall.

13.2 Facilities. The Board, with due consideration to the wishes of both resident boat owners and non-boating owners, will determine what special mooring facilities will be available to resident boat owners. "Resident boat owner(s)" is defined as the person(s) in residence at Draper Hall, regardless of legal definition of the unit ownership.

13.3 Expenses. Costs and expenses associated with special mooring facilities will be paid by Draper Hall (with Board approval).The Board may pass along the expenses related to the special mooring facilities (including, but not limited to, insurance expense, and cost of maintenance and repair of the facilities) to the mooring facility users through the annual fees charged as set forth in Section 13.4 below, but in no event shall resident boat owner be charged more than ¼ of the total expense per slip occupied. In other words, in the event there are empty/unassigned slips at the time the expense is incurred, the association will treat that slip's portion of the expense as a common expense.

13.4 Docking Fees. Annual fees will be charged all resident mooring facilities users, as determined by the Board in compliance with Section 13.3 above. All fees will be applied to costs and expenses. Annual fees are due and payable on, or before May 1st. If fees are not paid before May 1st, the person who had the right to use the mooring forfeits that right and occupancy of the forfeited mooring will be reassigned by the Board.

13.5 Boating Season. The boating season is defined as no later than May 15th through October 15th.

13.6 Owner Priorities. The Board will prepare and maintain a list of those resident boat owners desiring space in the order in which approved requests are received.

(1) Space will be granted as it becomes available. Resident boat owners must confirm their desire to use a space by May 1st each year (or by any other date established by the Board) by payment of the annual fee.

(2) If anyone has paid the fee and is assigned a space, but does not occupy the space by June 15th, the fee may be returned and the space assigned to the next eligible resident boat owner who becomes responsible for payment of the annual fee in full.

(3) When a space is relinquished, or a resident boat owner is otherwise removed from the list, seniority is lost and that resident boat owner must reapply for space.

13.7 Administration. The Board may appoint a committee of resident boat owners to assist in the administration of this policy.

13.8 Common Element and Limited Common Element. While the pier itself is part of the Common Element, available as an amenity for the use of all unit owners, the mooring facilities shall constitute a portion of the limited common area for the use of resident boat owners, subject to such rules and regulations as the Board may prescribe regarding such use and maintenance.

ADDENDUM A TO THE BY-LAWS
PROCEDURE
FOR
SPECIAL MEETINGS, ANNUAL MEETING AND ELECTION OF BOARD

1. The Board of Directors (BOD) shall distribute a First Notice of Election to all owners not less than 60 days prior to the Annual Meeting. The notice shall allow Unit Owners the opportunity to qualify for election to the BOD and indicate the number of directors to be elected at the Annual Meeting. The notice shall include a BOD Candidate Form for Owners interested in running for the BOD.

2. In order to be a candidate for the BOD, a Unit Owner must notify the Association by completing and returning the candidate form to the Association's Secretary no less than 40 days before the Annual Meeting.

3. A Candidate Information Sheet shall be available to each candidate, upon request, and shall be returned to the Association's Secretary not less than 35 days before the Annual Meeting. This information sheet will describe the candidate's background, education, qualifications and candidate's message to Unit Owners. The information sheet can be no greater than one side of an 8.5 X 11 standard sheet of paper.

4. Not less than 14 days prior to the Annual Meeting, notice of said meeting shall be given along with a packet of information containing the following:

   a. Meeting agenda

   b. An election ballot for the election of BOD candidates.

   c. Additional ballots for any other issues requiring a member's vote.

   d. Candidate information sheets which have been timely submitted to the Secretary.

   e. A quorum proxy for those who wish to file the same with the Association.

   f. If mailed, one self-addressed outer envelope, addressed to the Association, with labeled spaces for the owner's unit number and signature on the outside of the envelope.

   g. If mailed, one unmarked inner ballot envelope in which the completed ballot or ballots are placed and sealed.

   h. Proposed budget including Operating Fund and Reserve Fund

5. Names of candidates for the BOD shall be in surname alphabetical order.

6. Ballots shall not identify the individual voting nor the unit it represents, unless sent via email.

7. Unit Owners shall vote and return the sealed self-addressed outer envelope containing the sealed unmarked inner envelope (if mailed; otherwise, the Unit Owner shall email the ballot) to the Association's Secretary prior to or at the start of the meeting. The Unit Owners quorum proxy shall be placed in the outer envelope and returned to the Association's Secretary prior to the start of the meeting if mailed, otherwise, the proxy may be emailed to the Secretary prior to the start of the meeting. Additional ballots and envelopes shall be available before the meeting for Unit Owners.

8. A check in procedure shall be established by the Association's Secretary to assure accountability for collecting ballot envelopes. The Secretary shall have a current list of all eligible Unit Owners and determine if the ballot envelope meets the requirements set forth above, that is, sealed, with the unit number and signature of the Unit Owner on the exterior of the envelope. Any envelope not meeting such criterion shall be marked "disqualified" and not counted. The Secretary shall call for all envelopes prior to the end of the meeting and allow owners in attendance a reasonable opportunity to provide the Secretary their envelopes.

9. After completing the check in procedure, the Secretary shall open the appropriately completed exterior envelopes and emails, tally the number of quorum proxies and inner envelopes, as applicable, and determine whether a meeting quorum has been established. There shall be only one sealed inner ballot envelope returned in each outer envelope; if there is more than one, all contained in the outer envelope shall be "disqualified" and marked as such.

10. The Secretary shall, at the meeting, select a ballot committee of not more than three Unit Owners, who are not members of the Board of Directors or candidates, for purposes of tabulating ballot votes.

The Secretary shall deliver the inner envelopes/emailed ballots to the ballot committee which shall:

a. Count the inner envelopes/emailed ballots to confirm the Secretary's envelope count,

b. Open the inner envelope and count the emailed ballots, and if an inner envelope contains more than one of each type of ballot, all ballots from that envelope shall be marked "disqualified" and will not be counted.

c. Tabulate the votes. Any ballot containing votes for more board members than allowed will be disqualified while any ballot not voting for all available candidates shall be allowed.

d. Count any ballots properly presented at the meeting by a Unit Owner for purposes of voting on agendaed items.

11. As all ballots, including those "disqualified" and all outer envelopes are official records of the Association, they shall be retained for a period of one year after the annual meeting or the meeting at which said ballot or ballots were counted.

12. Special meetings shall follow ballot procedures set forth in paragraphs 4, and 6 through 11, as necessary.

13. The Board of Directors reserves the right to adopt a policy for electronic voting procedures and otherwise amend the procedures above as needed.