

AMENDED AND RESTATED BYLAWS

MISSION LAKES CONDOMINIUM

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AMENDED AND RESTATED BYLAWS
OF
MISSION LAKES CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Mission Lakes Condominium Association, Inc., and the Condominium Declaration of Mission Lakes Condominium, recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, as amended (hereinafter called the “Declaration”), the following are adopted as the Bylaws of Mission Lakes Condominium Association, Inc. (hereinafter 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 (hereinafter the “Property”) under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 Members.

2.2 Defined. Every Unit Owner, upon acquiring ownership, automatically becomes a member of the Association and shall remain a member thereof until such time as his or her ownership of such Unit ceases for any reason, at which time membership in the Association shall automatically cease.

2.3 One Vote Per Unit. One vote shall exist for each Unit. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split. If more than one vote is cast by the owners of a Unit, only one vote shall be counted. If the votes are conflicting, neither vote shall be counted. The Association may prohibit any Unit Owner from voting at a meeting if the Association has a recorded statement of condominium lien on the Owner’s Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

2.4 Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each Unit.

2.5 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. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

2.6 Quorum and Proxies for Members' Meetings. A quorum for members' meeting shall consist of one-third (1/3) of votes entitled to vote. Votes may be cast in person, electronically (remotely, by electronic means) or by proxy in accordance with designations in the Membership List. The act of a majority of votes present in person, electronically, or by proxy, at any meeting at which a quorum is present (or in accordance with Section 2.5 herein), shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. Proxies may be filed with the Secretary via email or other electronic means. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. 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.

2.7 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time, place (whether physical or virtual) and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at the Member's email address as it appears on the books of the Association, or shall be mailed or personally delivered not less than ten (10) days, nor more than thirty (30) days, prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held in November of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors, and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

2.8 Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these 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 II, Section 2.4 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 or 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 or property manager via email. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

ARTICLE III

BOARD OF DIRECTORS

3.1 Number and Qualifications of Directors. The Board of Directors shall consist of five (5) persons elected by the Members to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.3 below. Each member of the Board of Directors shall be a member of the Association. If a Unit Owner is a partnership, then a general partner of such Unit Owner may be a director; if a Unit Owner or such partner is a corporation, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a director; and if a Unit Owner is a Trust, then a trustee may be a director. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent assessment account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on paying assessments, the director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

3.2 Powers of Board of Directors. In addition to their other authority, the Board of Directors shall have power to:

- (a) Adopt budgets for revenues, expenditures and reserves, and levy and collect assessments for common expenses from unit owners;
- (b) Employ and dismiss employees and agents;
- (c) Adopt and publish rules and regulations governing the operation of the Association, the use of the units and common elements and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (d) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;
- (e) Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties;
- (f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the owner personally obligated to pay the same;

(g) Open bank accounts on behalf of the property and designate the signatories required therefor;

(h) Purchase, lease or otherwise acquire in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by the owners to the Board of Directors;

(i) Purchase units at foreclosure or other judicial sales in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(j) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with units acquired by the Board of Directors and to sublease units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(k) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of units on behalf of all unit owners.

3.3 Duties of Board of Directors. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(f) Cause all officers, members of the Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the common elements to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the common elements;

(i) Suspend the voting rights of an owner upon the recording of a statement of condominium lien on that owner's unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full;

(j) Grant easements through or over common elements;

(k) Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of a unit or any other portion of the condominium;

(m) Make contracts and incur liabilities in connection with the operation of the condominium;

(n) Maintain a current roster of names, email addresses, and mailing addresses of unit owners to which all notices shall be sent;

(o) Deny the right to vote at an Association meeting to a unit owner who shall not have furnished to the Association the unit owner's name and current mailing/email address.

3.4 Election and Term of Directors. At the annual meeting of the Association, the members shall elect Directors whose terms are up. Directors shall be elected to a term of two (2) years, or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided. The Directors' terms shall be staggered so that at least 1/3 of the Directors' terms shall expire in each year.

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 Director position's term is up.

3.6 Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed, with or without cause, by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.7 Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required. Otherwise, regular meetings of the Board of Directors shall be held quarterly, except during the month of December. The Board of Directors may suspend monthly meetings as needed to accommodate special circumstances. In any event, the Board of Directors may meet either in person, or by telephone or video conference.

3.8 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President, or by two (2) directors on three (3) days prior written notice to each

director, given personally, electronically, or by mail, which notice shall state the time, place (whether physical or virtual) and purpose of the meeting.

3.9 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 of notice by the director of the time and place thereof. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.10 Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the directors 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. 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.

3.11 Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds furnish adequate fidelity bonds; in the alternative, the Association shall purchase fidelity insurance to cover all such officers and/or employees. The premiums on any such bonds or insurance shall be paid for by the Association.

3.12 Compensation. No director of the corporation shall receive any fee or other compensation for such services rendered to the Association, except by specific resolution of the membership.

3.13 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 meeting, may be taken without a meeting, if a consent in writing setting forth the action so taken shall be provided by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as unanimous vote.

ARTICLE IV

OFFICERS

4.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary, Treasurer, and Member at Large, to be elected annually by the Board of Directors. 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 the officer's successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. 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 not be held by the same person. Any of the officer duties set forth herein may be delegated to a property manager or property management company 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. The President shall preside at all meetings of the Association and of the Board of Directors, and shall have all 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 have the authority to assign specific duties or projects to other members of the Board as deemed necessary.

4.3 Vice-President. The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association, shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.

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. The Treasurer 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 charges and assessments made by the Association.

4.6 Member at Large. The Member at Large shall have the responsibility to carry out special projects as deemed necessary by the Board of Directors.

4.7 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 that person as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of the person's own affairs, or (b) took or omitted 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 or she has reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which the director or officer maybe entitled as a matter of law.

4.8 Compensation. No officer of the corporation shall receive any fee or other compensation for services rendered to the Association, except by specific resolution of the membership.

ARTICLE V

OPERATION OF THE PROPERTY

5.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

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, Common Elements and Limited Common Elements, including the Clubhouse, by the Unit Owners and occupants, , and use of Florence Lake. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units, Common Elements and Limited Common Elements by persons entitled thereto.

5.3 Common Expenses. 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 common charges 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 and charged against the Units and allocated equally by Unit among the members of the Association. The common charges shall be prorated and paid monthly to the Association, on or before the first day of each month. If any payment is not made within ten (10) days of the due date, the charges shall bear late fees and interest at the rate set forth in the Rules and Regulations on the unpaid balance until paid in full.

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.” The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses, such as painting or renovation. If 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 may be first charged against the reserve fund. If both funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy a further assessment which shall be charged equally against the Units.

The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible thereof.

The annual budget shall be prepared and determined by November 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount

of common charges payable on behalf of each Unit by the date of the annual members' meeting, and shall furnish to each member copies of the budget on which such common charges are based.

If, within fifteen (15) days after the annual membership meeting, a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

5.5 Default. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may 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 suit and the late fees and interest, together with actual attorney's fees and costs.

5.6 Manner of Borrowing Money and Conveying Property. Upon the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes at a meeting called for such purpose, the Association may borrow money for Association needs and assess Unit Owners according to their respective percentages a charge sufficient to cover monthly principal and interest amortization. The President and Secretary on behalf of the Association shall be authorized to execute the necessary loan documents. In addition, upon the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes at a meeting called for such purpose, the Association may convey property.

5.7 Maintenance of Storm Sewer; Fire Department Access. The Condominium is obligated by agreement with the municipality and the fire department to keep the storm sewer trap clear, and to keep access to the rear of the Condominium Buildings (lakeside) clear. The Association shall take such action as may be necessary to satisfy these obligations.

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

6.1 Rules and Regulations. The Units, Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of

Incorporation, these Bylaws, and the rules and regulations of the Association, as set forth in the Rules and Regulations document.

ARTICLE VII

GENERAL

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

7.2 Seal. The Board of Directors may, but shall not be required to, provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE VIII

AMENDMENTS

8.1 By Members. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members by an affirmative vote of Unit Owners having sixty-seven percent (67%), or more, of the votes.

ARTICLE IX

MISCELLANEOUS

9.1 Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to the Owner of such Unit or other evidence of title thereto.

9.2 Mortgages. Any Unit Owner who mortgages a Unit, or any interest therein, shall notify the Board of Directors promptly upon request of the name and address of the mortgagee, and shall maintain all such information in the record of ownership of the Association. The Board of Directors at the request of any prospective purchaser of any Unit or interest therein shall report to such person the amount of any assessments against such Unit then due and unpaid.

The Association shall be required to make available to Unit Owners and mortgagees, and to holders, insurers or guarantors of any mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

9.3 Books of Receipts and Expenditures; Availability for Examination. The Association shall keep detailed, accurate records using standard bookkeeping procedures or receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours.

9.4 Indemnity of Officers and Directors. Every person who is, or was, a director or 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, such person in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which the person is made, or threatened to be made, a party by reason of being or having been such director or officer, except as to matters as to which such person 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, any employee or former employee of the Association with respect to any action taken or not taken in his or her 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 expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing contained in this Article IX 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 under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Article and Bylaws of the Association, as a member of the Association, or owner of a condominium Unit covered thereby.

9.5 Subordination. These Bylaws 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 meaning as in the Declaration or said Condominium Ownership Act.

9.6 Interpretation. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws 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 Owner.

END OF BYLAWS