

Amended and Restated Bylaws

Summary of Changes

General

Date will be updated to the date this document is approved by the Association.

Article I Purposes

Removes reference to the Association being nonprofit. The Association doesn't act as for-profit entity – all amounts received by the Association are used for the benefit of the Association. But it is not registered as a nonprofit under tax regulations and therefore should not be referenced as such.

Article II Offices

Section 2.01 (Principal Office): Removes reference to the original principal office and indicates that the principal office is as stated on file with the WI Dept of Financial Institutions.

Section 2.02 (Registered Office/Agent): Removes reference to the original registered office and indicates that the registered agent is as stated on file with the WI Dept of Financial Institutions.

Article III Association

Section 3.01 (Membership): Removes the requirement for written notice to the Association of who will vote on behalf of a Unit owned by more than one person.

Section 3.02 (Owner Prohibited from Voting): Removes the restriction on Unit Owner voting when assessed fees are past due by 30 days. This conflicts with state statute, which only allows for voting restriction if a lien is filed against the Unit.

Section 3.03 (Proxies): Clarifies that votes may be cast in person or via proxy. Defines "in person" to include via video or digital means. Allows for proxies to be delivered via email or other electronic means. Removes a requirement that every proxy indicate a time when it will be terminated, the date it was executed and that it is not revocable without notice. These restrictions are not required.

Section 3.04 (Membership Roster): Clarifies that the Membership Roster should contain both a mailing address and an email address. Removes the requirement for written notice to the Association of who will vote on behalf of a Unit owned by more than one person.

Section 3.05 (Annual Meetings): Removes reference to the first annual meeting following the recording of the Declaration. Removes a requirement that the annual meeting be held on the same day of the same month each year and allows for annual meetings to be held each year at a date determined by the Board. Allows for virtual meetings.

Section 3.06 (Special Meetings): No changes

Section 3.07 (Notice of Meetings): Minor language change about delivering notice personally and addition allowing electronic delivery of notice.

Section 3.08 (Conduct of Meetings): No changes

Section 3.09 (Majority Required to Act): Added reference to Section 3.03 related to proxy voting

Section 3.10 (Quorum): No changes

Section 3.11 (Action Without a Meeting by Written Ballot): Removes the requirement that ALL Owners consent in writing to actions taken without a meeting. Instead, allows actions to be taken through the delivery of a written ballot to each Unit Owner, per Section 3.07, that details all actions proposed and provides the opportunity to vote for or against such proposals. Notice will also be given as to the number of responses needed to meet quorum requirements, the percentage of approvals needed to pass each proposal, and the time when ballots must be returned. Clarifies that ballots returned may not be revoked.

Article IV Board of Directors

Section 4.01 (General Powers): No changes

Section 4.02 (Number; Declarant Control/Qualifications): Removes all reference to the Declarant and Declarant control. Clarifies that there will be five (5) Directors elected by the Unit Owners. Board members are required to be Unit Owners and may not have any delinquent fees with the Association (and/or must remedy delinquencies within ten (10) days of notice of delinquency). Spouses or domestic partners owning one or more Units may not serve on the Board at the same time.

Section 4.03 (Term of Office): Updates Director term from one (1) year to two (2) years. Adds language to stagger the terms so two (2) positions are renewed one year and three (3) positions are renewed the next year. This brings the language in line with current practice, which was approved years ago by the Association but not officially documented in the Bylaws.

Section 4.04 (Powers and Duties):

(H) Adds a requirement that the Board can only initiate a lawsuit on behalf of the Association with a 67% affirmative vote of the Unit Owners.

(P) Increases the amount the Board can borrow on behalf of the Association to \$25,000 (from \$5,000). This change was included because there has been significant inflation since 2005 when the Bylaws were established. This is intended to allow a small amount of financial flexibility without significantly increasing the financial risk of the Association. Historically, the Board has not engaged in borrowing on behalf of the Association and it is not the intention to do so in the future.

(R) Removes reference to item (G), allowing the Owners Managing Agent to open and maintain bank accounts on behalf of the Association, as this is common practice. Removes reference to the Declarant. Adds a requirement that the Board of Directors contract a professional management company for the Association at all times.

(S) Removes the requirement to appoint an Architectural Control Committee because the Declaration allows for the Board to serve in that capacity if this Committee doesn't exist.

Section 4.05 (Regular Meetings): Allows for regular and special meetings of the Board to be held via telephone or video conference.

Section 4.06 (Special Meetings): No changes

Section 4.07 (Removal of Members of the Board): Removes reference to the Declarant.

Section 4.08 (Incapacity or Death of a Director): No changes

Section 4.09 (Vacancies): Removes reference to the Declarant.

Section 4.10 (Notice): Clarifies this is in reference to Board meetings. Allows for electronic notice. Removes references to outdated technology (e.g. fax, telegram).

Section 4.11 (Telephone Meetings): Adds reference to video meetings as well.

Section 4.12 (Quorum): No changes

Section 4.13 (Manner of Acting): No changes

Section 4.14 (Compensation): Revised to require an affirmative vote of a majority of Unit Owners for Board positions to be compensated. Removes the ability to delegate authority under this clause.

Section 4.15 (Presumption of Assent): No changes

Section 4.16 (Informal Action): Allows for Board consent in writing to be via electronic means.

Section 4.17 (Committees): No changes

Section 4.18 (Minutes): Allows for minutes to be recorded electronically.

Section 4.19 (Insurance Trustee): No changes

Article V Officers

Section 5.01 (Principal Officers): Allows for Officers' duties to be delegated to the property management company.

Section 5.02 (Election and Terms of Office): No changes

Section 5.03 (Removal): No changes

Section 5.04 (Vacancies): No changes

Section 5.05 (President): No changes

Section 5.06 (Vice President): No changes

Section 5.07 (Secretary): No changes

Section 5.08 (Treasurer): No changes

Section 5.09 (Salaries): Board member compensation requires an affirmative vote of a majority of Unit Owners. Aligns with language in Section 4.14.

Section 5.10 (Qualifications): Removes reference to the Declarant and requires Officers to be in good standing, in alignment with Section 4.02.

Article VI Indemnification

Generally, no changes to this entire Article. Section 6.04 allows for requests to be delivered electronically.

Article VII Assessments

Section 7.01 (Fiscal Year): No changes

Section 7.02 (Preparation of Budget): Removes reference to the Declarant.

Section 7.03 (Operating Fund): Includes “water utility” in the list of Common Expenses.

Section 7.04 (Reserve for Replacement Fund): Includes “siding” in the list of Common Expenses.

Section 7.05 (Reserve Operating Fund): Removes all language relating to the Reserve Operating Fund. This is not a required fund and Gabriel Woods has not been maintaining such a fund. All funds can be and are managed through the Operating account and the Reserve Account.

Section 7.05 (*new* Capital Reserve Contribution Fee): Incorporates the language from a change that was put in place a few years ago and sent as a separate document to all Owners at the time. This language details the requirement that when ownership of a Unit transfers to a new party, the transferee (buyer) of the Unit will pay to the Association’s Reserve account an amount equal to two (2) months’ regular assessment of fees. Certain exemptions exist (e.g. husband/wife; parent/child). This concept was put in place as a way to increase Reserve funds.

Section 7.06 (General Assessments): Removes reference to the Declarant. Removed language requiring the Board to provide an accounting of amounts collected and expenses incurred each fiscal year within ninety (90) days of the end of the fiscal year. This is not a statutory requirement. In addition, this reporting is available on a monthly basis from any property management company, which Gabriel Woods will have going forward per Section 4.04(R) of the Bylaws.

Section 7.07 (Special Assessments): No changes

Section 7.08 (Penalty and Default in Payment): Removes the \$20 and \$50 fees for late payments and makes reference instead to the fee schedule in the Rules and Regulations. Clarifies that “actual” attorney’s fees can be charged back to a Unit Owner. (The protects the Unit Owner from the Association charging a “standard rate” or some other determination of attorney’s fees.)

Section 7.09 (Books and Accounts): No changes

Article VIII Rules and Regulations

Section 8.01 (Initial Rules and Regulations): Removed as it is no longer relevant.

Section 8.01 (Rules and Regulations): Removes reference to the Declarant.

Section 8.02 (Enforcement): Removes the \$25 and \$300 fees related to violations and makes reference instead to the fee schedule in the Rules and Regulations.

Article IX Insurance

This Article was removed entirely because it overlaps with language in the Declaration. For clarity, the Insurance language will only be included in the Declaration.

Article X Repair and Reconstruction After Fire or Other Casualty

This Article was removed entirely because it overlaps with language in the Declaration. For clarity, the Repair and Reconstruction language will only be included in the Declaration.

Article XI Fines and Default

This Article was removed entirely because it overlaps with language elsewhere.

Article IX (was XI) Leasing Restrictions/Owner Occupancy Requirements

Section 9.01 (Leasing Limit): All new language. Puts a limit on the number of Units that can be leased in total at any given time. The limit was determined to be 14, which approximates 20% of the number of Units. Unit Owners wishing the lease a Unit must live in the Unit for one (1) year prior to leasing (existing leases grandfathered/excepted from this clause until ownership changes). This is deemed the “Owner Occupancy Requirement.” Details are included related to this requirement.

Section 9.02 (Special Hardship Exception): All new language. Provides authority to the Board to waive the requirements of Article IX under certain circumstances. Language details that requests to the Board under this Section must be made in writing and include reasoning. Details the Boards timeline for response. Provides that the maximum hardship exception would be for three (3) years total, with annual re-application by the Owner.

Section 9.03 (Leasing Rules/Restrictions): All new language. Leases must be in writing, apply to the entire Unit, be 6-12 months in length, and require lessees to be subject to the Declaration, Bylaws and Rules and Regulations of the Association. A copy of the lease is required to be provided to the managing agent. Language is required to be included in the lease that allows the Association to enforce its rules and evict a tenant or terminate the lease if violations continue.

Section 9.04 (Short-term Rentals Prohibited): Prohibits renting Units on a short-term basis.

Article X Miscellaneous

Section 10.01 (Amendments): Removes a clause requiring that changes to the Bylaws can only be adopted at a meeting called for that purpose. This allows the Association to bring changes to a vote at a regular meeting of the Association.

Section 10.02 (Notices): Allows notices to be delivered electronically to a mailing or email address.

Section 10.03 (Invalidity): No changes

Section 10.04 (Captions): No changes

Section 10.05 (Internal Revenue Code): No changes

Section 10.06 (Number and Gender): No changes

Section 10.07 (Defined Terms): Removes all definitions and instead references the definitions in the Declaration.

The final statement indicates that the Amended and Restated Bylaws was approved by affirmative vote of 67% of Unit Owners.