BY-LAWS OF

BROOKWOOD OWNER'S CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

GENERAL

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

Section 2. **Principal Office**. The principal office of the Association shall be at 1265 Lombardi Avenue, Green Bay, Wisconsin, 54304, located in Brown County, Wisconsin, or at such location as may be designated by the Association's Board of Directors. All books, records of the Association shall be kept at its principal office.

Section 3. **Definition**. As used herein, the term "Corporation" shall be synonymous with Association as defined in the Declaration of Condominium ("Declaration") of Brookwood Condominium I, which is dated April 10, 2020 ("Condominium") and as defined in the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, and the words "Condominium Property", "Unit", "Unit Owner", "Common Expenses", "Common Profits", "Building", "Common Elements", "Limited Common Elements", "Limited Shared Components" and "Shared Components", shall be defined as set forth in the Declaration or, if not defined in the Declaration, then such term shall have the meaning set forth in the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

ARTICLE II

DIRECTORS

Section 1. **Number and Term**. The number of directors which shall constitute the whole board (which shall also be the "Executive Board" as the term is used in Chapter 703, Wisconsin Statutes) shall be not less than three (3) nor more than five (5). The initial Board shall be composed of three (3) Directors. Except for the initial Board, all Directors shall be Members. Within the limits above specified, the number of directors shall be determined by the Members at the annual meeting. Each director shall be elected to serve for a term of one (1) year, or until his or her successor shall be elected and shall qualify.

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

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

Section 4. **First Board of Directors**. The first or initial Board of Directors named in Article VII of the Association's Articles of Incorporation ("Articles") shall hold office and exercise all powers of the Board of Directors as provided herein. The Members of the initial Board need not be members of the Association. In addition, the Members of the initial Board shall be appointed by the Declarant until such time as elections are required pursuant to Section 703.15(2)(d), Wisconsin Statutes.

Section 5. **Powers**. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers pertaining to the governance of the Common Elements which are not specifically prohibited by statute, the Articles or the Declaration. The powers of the Board of Directors shall include the following:

A) To levy and collect according to the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the Articles and these By-Laws regular and special assessments for Common Expenses.

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

C) To purchase any necessary equipment required in the maintenance, care and preservation of the Common Elements and Limited Common Elements.

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

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

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

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

H) To make reasonable by-laws, rules and regulations for the use of the Common Elements and Limited Common Elements, provided however, that no by-laws or rules and regulations shall conflict with the provisions of the Declaration or interfere with the Shared Components Unit Owner's rights with respect to the Shared Components Unit without the prior written consent of the Shared Components Unit Owner which consent may be withheld in its sole and absolute discretion.

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

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

K) To establish budgets for the operation of the Common Elements, including the setting up of reserve funds for anticipated expenditures.

The Association shall not exercise any powers pertaining to the Shared Components and/or which are otherwise reserved to the Shared Components Unit in the Articles, these By-laws, or the Declaration unless the Shared Components Unit is owned by the Association.

Section 6. **Compensation**. Neither directors nor officers of the Association shall receive compensation for their services as such.

Section 7. **Meetings**:

A) The first meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' annual meeting and immediately after the adjournment of same.

B) Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him or her. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

C) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provision of the Wisconsin Statutes, the Declaration, the Articles or these By-laws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. **Order of Business**. The order of business at all meetings of the Board shall be as follows:

A) Roll call;

B) Reading of Minutes of the last meeting;

C) Consideration of communications;

D) Resignations and elections;

E) Reports of officers and employees;

F) Reports of committees;

G) Unfinished business;

H) Original resolutions and new business;

I) Adjournment.

Section 9. **Annual Statement**. The Board shall present, no less often that at each annual meeting, a full and clear statement of the business and conditions of the Association including a report of the operating expenses of the Association and the assessments paid by the Members.

Section 10. **Appointment of Officers' during period of Declarant Control**. Notwithstanding any other provision hereof, during the period of Declarant Control as provided in the Declaration, the Declarant shall have the power to appoint and remove officers of the Association or to exercise directly the powers and responsibilities otherwise assigned by the Declaration or these By-Laws to the Association or its officers.

ARTICLE III

OFFICERS

Section 1. **Executive Officers**. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these By-Laws. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. If the Board so determines, there may be more than one Vice-President.

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

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

Section 4. **The President**:

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

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

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

Section 5. **The Vice-President**:

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

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

Section 6. **The Secretary**:

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

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

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

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

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

Section 7. **The Treasurer**:

A) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at each meeting of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

C) The Treasurer shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing payments shall be available for examination by the Members at convenient hours of week days.

D) The Treasurer may be required by the Board to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his or her office, and the restoration to the Association in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his or her possession belonging to the Association.

Section 8. **Vacancies**. If the office of the President, Vice-President, Secretary, or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

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

ARTICLE IV

MEMBERSHIP

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

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

ARTICLE V

MEETINGS OF MEMBERSHIP

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

Section 2. **Annual Meeting**:

A) Following the expiration of the Declarant's control of the Board in accordance with the Act, an annual meeting of the Members shall be held during the month of January of each year, at the place, and on the date and at the hour, which are to be determined by the Board of Directors.

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

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

D) In the event that the annual meeting needs to be rescheduled for inclement weather, which decision may be made by the majority of the Board, then, the meeting shall be rescheduled and a new notice of the annual meeting shall be provided which meets the requirements hereof.

Section 3. **Membership List**. At least ten (10) days before every election of directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with the residence

of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

Section 4. **Special Meetings**:

A) Special meetings of the Members, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the Members. Such request shall state the purpose or purposes of the proposed meeting. In addition, prior to the conveyance of twenty-five (25%) percent of the Common Element interest in the Condominium to Unit Owners, a special meeting shall be called to elect one (1) Director (if the Board is then composed of three or four members) or two (2) Directors (if the Board is then composed of five (5) Members). Thereafter, but prior to the conveyance of fifty (50%) percent of the Common Element interest, a special meeting shall be held to elect a second (2nd) director (but only if the Board is then comprised of at least four (4) members). Finally, a special meeting shall be called no later than thirty (30) days after the date upon which the Declarant can no longer control the Board of the Association as determined by the Act.

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

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

Section 5. **Quorum**. Members of the Association possessing Fifty-one (51%) percent of the total votes of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. **Vote Required to Transact Business**. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. **Right to Vote**. The Owner(s) of each Residential Unit shall be entitled to one (1) vote and the Owner of the Shared Components Unit shall be entitled to twenty (20) votes. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If a Unit is owned by more than one owner (individual or corporate), the vote attributable to that Unit shall not be counted if the owners are not unanimous. There shall be no fractional vote. The owners of the Unit shall file a certificate with the Secretary naming the person authorized to cast said Unit's vote. If same is not on file, the vote of

such Unit shall not be considered, nor shall the presence of said owners at a meeting be considered in determining whether the quorum requirement has been met.

Section 8. **Waiver and Consent**. Whenever the vote of Members at a meeting is required or permitted by a provision of the Wisconsin Statutes, the Declaration, the Articles or these By-Laws in connection with action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

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

1) Roll Call;

2) Proof of Notice of Meeting or Waiver of Notice;

3) Reading of Minutes of Prior Meeting;

4) Officers' Reports;

5) Committee Reports;

6) Elections;

7) Unfinished Business;

8) Adoption and Approval of an Annual Budget;

9) New Business;

10) Adjournment.

ARTICLE VI

NOTICES

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

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

Section 3. **Address**. The address for notice to the Association is the Principal Office of the Association as provided in the Articles of Incorporation, as the same may be amended from time to time.

ARTICLE VII

FINANCES

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

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

Section 3. **Determination of Assessments**:

A) In furtherance of the provisions set forth in the Declaration, the Board of Directors shall fix assessments adequate to meet the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, and the costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto (to the extent the Association and not the Shared Components Unit Owner obtains insurance for the Condominium), and any other expenses designated as Common Expenses from time to time by the Board of Directors. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments to maintain, repair and replace the Common Elements and any Limited Common Elements of the Condominium. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses provided in the Declaration. Said assessments shall be payable as provided in the Declaration. Special assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. In addition, to the extent required by the Act or if the Board chooses to do so, the Association shall maintain a reserve fund with respect to the Common Elements.

B) When the Board of Directors has determined the amount of any assessment related to the Common Elements, the Secretary or Treasurer shall mail or present a statement of the assessment to each of the Unit Owners. All assessments pertaining to the Common Elements shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.

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

ARTICLE VIII

DEFAULT

Section 1. In the event a Unit Owner does not pay any sum, charge, or assessment required to be paid to the Association within thirty (30) days from the due date, the same shall constitute a lien on the interest of such Unit Owner as provided under the Wisconsin Condominium Ownership Act. Such lien may be foreclosed by suit by the Association in like manner as a mortgage of real property. The Association,

acting on its own behalf or through its Board of Directors, may, unless prohibited by the Declaration, bid on the Unit at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintained without foreclosing or waiving the lien securing the same.

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

Section 3. If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges plus interest, all costs incurred in the bringing of the foreclosure suit, including attorney's fees, and any and all expenses incurred in the resale of the Unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the Unit.

Section 4. In the event such legal action is brought against a Unit Owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorneys' fees and court costs.

Section 5. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate procedures. It is the intent of all Unit Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing it from Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

ARTICLE IX

JOINT OWNERSHIP

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

ARTICLE X

SEAL

The Corporation has no seal.

ARTICLE XI

AMENDMENT

These By-Laws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be an

affirmative vote of ninety percent (90%) of all votes entitled to be cast by all the Members who may vote either in person at the meeting or be represented by proxy to amend these By-Laws.

ARTICLE XII

PERSONAL APPLICATION

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

ARTICLE XIII

EFFECTIVE DATE OF BY-LAWS HEREIN ESTABLISHED

These By-Laws are to be effective from the date of their adoption by the Board of Directors of the Association and shall continue in effect until they are changed or deleted by an amendment duly adopted by the Members and the Board of Directors of the Association in accordance with the provisions of ARTICLE XI hereof.

ARTICLE XIV

CONSTRUCTION

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

These By-Laws are as in effect in September 2025.