AMENDED AND RESTATED BY-LAWS OF
HIDDEN ACRES CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE 1
Name and Purpose

Pursuant to the Amended and Restated Condominium Declaration for Hidden Acres Condominium, and expandable Condominium, recorded in the office of the Register of Deeds for Manitowoc, County, Wisconsin, (hereinafter called "Bylaws") by Richard Podrabsky and Virginia Podrabsky, and these restated bylaws approved by the Unit Owners and condominium association, the following are adopted as the Restated By-Laws of Hidden Acres Condominium Owners Association, which is the Association of unit owners who own real estate and improvements (hereinafter called the "Property") under the Condominium, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Amended and Restated Declaration.

These By-Laws shall supersede and replace all other previous By-Laws and 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.** The corporation shall have one class of members WHO ARE AT LEAST AGE FIFTY-FIVE (55) OF AGE OR OLDER, and the rights and qualifications of the members are as follows:

2.1.1. Defined. Members shall be all Unit Owners with names on title of condo. Each unit shall have one vote for each unit regardless of the number of names on the title of condo.

2.1.2. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit.

2.1.3. 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 conjunction with the transfer of any deed 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 person(S) purchasing, and any other information about the transfer which the Association may deem pertinent.

2.2. **Quorum and Proxies for Members' Meeting.** A quorum for members' meetings shall consist of a SIMPLE majority of voters entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies must be pre-arranged

and shall be valid only for the particular meeting designated. Proxies must be filed with the Secretary before the appointed time of the meeting.

2.3. **Time, Place, Notice and Calling of Members' Meetings.** Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary to each member at his/her address or email address as it appears on the books of the Association not less than five (5) days nor more than thirty (30) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held prior to March 1, of each calendar year for the purpose of electing Directors and 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 two members of the Board of Directors.

ARTICLE III
Board of Directors

3.1 **Number and Qualifications of Directors.** The Board of Directors shall consist of three (3) persons. Each member of the Board of Directors shall be a member of the Association.

3.2. **Powers and Duties of the Board of Directors.** The affairs of the Association shall be governed by the Board of Directors. All power and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, and these By-Laws as amended or restated.

3.3. **Election and Term of Directors.** The members shall elect three (3) Directors to be classified with respect to the terms for which they hold offices by dividing them into three (3) classes as follows:

(a) One (1) Director whose term will expire after one (1) year, at the next annual Meeting of the Association.

(b) One (1) Director whose term will expire after two (2) years, at the second Annual meeting of the Association after his/her election.

(c) One (1) Director whose term will expire after three (3) years, at the third Annual meeting of the Association after his/her election.

(d) All current officers and directors shall be able to run or be appointed to additional terms as officers and directors.

The successors to the class of Directors whose terms expire as set above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any director has been removed in the manner indicated in 3.5 below. The term of one class of directors shall expire in each year. A new member must be elected to replace any director whose term has expired.

3.4. **Vacancies on Board**. Vacancies on the Board of Directors caused by any reason other than the removal 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 the term of that class of directors expires.

3.5. **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 at that meeting and a successor may, at that same meeting, then and there be elected to fill the vacancy created.

3.6. **Regular Meeting and Notice.** A regular annual meeting of the Board of Directors shall be held immediately after the annual meeting of the members for the purpose of appointing the officers.

3.7. **Special Meetings and Notice**. Special meetings of the Board of Directors, may be called by the president or by two (2) directors with written notice to each director, given in writing, in person, or via e-mail. Notice shall state the time, place and purpose of the meeting.

3.8 **Waiver of Notice**. Before any meeting of the Board of Directors, any director may waive notice of such meeting in writing, in person, or via e-mail.

3.9. **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. 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 without further notice.

3.10. **Fidelity Bonds**. The Board of Directors may require that some or all officers of the Association handling or responsible for Association's funds, shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV
Officers

4.1. **Designation**. Election. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer. Any two or more offices, except a combination of the offices of President and Vice President, or President and Treasurer may be held by the same person.

4.2. **President**. The President shall be appointed from among the members of the Board of Directors and shall be the chief executive officer of the Association. He/She shall preside at all meetings of the Association and of the Board of Directors. He/She 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.

4.3. **Vice-President**. The Vice-President shall take the place of the President and perform his/her 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 other duties as shall from time to time be imposed upon him/her 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.

4.5. **Treasurer**. The Treasurer shall have the 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 accounts on behalf of the Association. He/She 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. **Liability of Directors and Officers**. No person shall be liable to the Association for any loss or damage suffered on any account by action taken or omitted to be taken by him/her as a director or officer of the Association. Such person would be expected to use the same degree of care and skill as they would have under the circumstances in conducting his/her own affairs. The foregoing shall not be exclusive of other rights or defenses to which he/she may be entitled as a matter of law.

4.7. **Compensation**. No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association unless by specific resolution of the membership and only under extenuating circumstances.

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, excluding the units, in accordance with the Declaration, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominiums.

5.2. **Rules and Regulations**. Refer to Rules and Regulations document.

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. The amount of the monthly dues of the association are set and voted on by the association. Any change in the amount will be determined by a vote of the owners. All owners pay an equal amount. The common charges shall be paid monthly to the Association on or before the first day of each month. If not paid on or before the fifth day of the month, a fine of $25.00 will be assessed.

5.4. **Operating Budget**. The annual operating budget shall provide for two funds, one of which shall be designated the "OPERTAING 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 areas, management services, insurance, common services, administration, materials and supplies. In

the event the Association incurs extraordinary expenditures not originally included in the annual budget, such sums shall be first charged against the Reserve Fund. If both funds prove inadequate to meet the necessary common expenses, the Association, by its appropriate officers, may borrow money upon unanimous vote of the Board of Directors and approval by seventy-five percent (75%) of the unit owners entitled to vote: or the Directors may levy a special assessment which shall be charged to each owner.

The annual budget shall be prepared and approved at the annual meeting in February of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of monthly dues payable on behalf of each and shall furnish copies of the budget on which such monthly dues are based to each member.

5.5. **Default**. If a member of the Association is in default of payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the names of the Association, may file a condominium lien against said delinquent association member and/or may bring suit for and on behalf of the Association, as representatives of all members, to enforce collection of such delinquencies or to foreclose the lien , as provided by law, and there shall be added to the amount due, the costs of suit and the legal interest, together with a reasonable attorney's fee.

ARTICLE VI
Duties and Obligations of Unit Owners

6.1. **Maintenance and Repair of Units**. Every unit owner must perform properly and in a workmanlike manner, or cause to be performed properly and in a workmanlike manner, all maintenance and repair work within his/her own unit which, if omitted, would affect the condominium in its entirety or a portion belonging to other owners, and such owner shall be personally liable to the Association or to other owners for any damages caused by his/her failure to do so. Any unit owner that performs repairs and maintenance remains liable for the success or failure of said repairs and maintenance.

6.2. **Limited Common Areas**. Every unit owner must maintain the limited common areas appurtenant to his unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without prior consent of the Board of Directors of the Association. Every unit owner shall have the right to decorate the limited common area appurtenant to his unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have the prior written approval of the Board of Directors of the Association. The Board of Directors shall have complete, sole and absolute discretion to approve or reject any proposed improvement of a limited common element.

ARTICLE VII
General

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

ARTICLE VIII
Amendments

8.1. By members. The By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of sixty-seven percent (67%) of all of the votes entitled to be cast.

8.2. By Directors. These By-Laws may also be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors by an affirmative vote of a majority of the Directors present at any meeting at which a quorum is present. No By-Law adopted by the members of the Association shall be amended or repealed by the Board of Directors if said By-Law in question so indicated.

ARTICLE IX
Miscellaneous

9.1. **Mortgages**. Any unit owner who mortgages his/her unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage. The Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any unit, or interest therein, shall report to such person the amount of any assessments against such unit that is unpaid.

9.2. **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 administrator 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/her 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 finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his/her 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, of the Association with respect to any action taken or not taken in his capacity. These rights of indemnification shall be in addition to all rights, to which officers, directors may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred by the Association arising out of or in connection with the above indemnification provisions whether for an officer or director shall be treated and handled as common expenses; provided that nothing in this Article IX contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been a director or officer of the Association, or owner of a condominium unit covered.

9.3. **Subordination**. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments, and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict.

9.4. **Interpretation**. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision contained within. Nothing in these By-Laws shall be 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 unit owners.

9.5. **No Vested Interest in Operating or Reserve Funds**. Owners shall have no vested interest in or are they entitled to withdrawals from either the operating fund or the reserve fund. Upon sale or other disposition of a unit, said fund shall remain intact and a new owner shall not be additionally assessed for improvements for which the prior owner has been assessed and the assessment has been paid.

9.6. The mailing address of the Association shall be 3504 Joseph Road, Manitowoc, Wisconsin, C/O Mary Haelfrisch.

These By-Laws accepted by the Board of Directors this 19 day of May, 2025.

Mary Haelfrisch
President and Director

Nancy Lodl
Vice President, Secretary and Director

Lynn Scheinoha
Treasurer and Director