AMENDED AND RESTATED BYLAWS

OF

EAST SUTTON CONDOMINIUM ASSOCIATION, INC.

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AMENDED AND RESTATED BYLAWS OF EAST SUTTON CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1

NAME AND LOCATION

Section 1. Name. The name of the corporation shall be East Sutton Condominium Association, Inc. (the "Association").

Section 2. Location. The principal office of the Association shall be as stated on file with the Wisconsin Department of Financial Institutions. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

ARTICLE 2

APPLICATION AND MEMBERSHIP

Section 1. Application. These Bylaws, together with the Declaration of Condominium of East Sutton, A Village of Brookshire Condominium (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association (the "Rules and Regulations") and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Condominium property and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit (a "Unit") on the property will signify the acceptance and ratification of these Bylaws by all such persons.

Section 2. Members. The Members of the Association shall consist of the Unit owners who have record title in their names or who are the purchasers under a recorded land contract.

ARTICLE 3

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Each Member shall have one (1) vote for each Unit owned. If a Unit is owned by more than one person or is owned by an entity other than individuals, one person entitled to cast the vote for the Unit shall be designated and communicated to the Secretary of the Association. There shall be no cumulative voting. If the owners of any Unit cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon.

Section 2. Quorum. Except as otherwise provided in these Bylaws, the presence in person, electronically, or by proxy of Members holding more than Fifty Percent (50%) of the votes shall constitute a quorum.

Section 3. Proxies. Votes may be cast in person, electronically, or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting via email or other electronic means, hand delivery, or regular mail. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for one hundred eighty (180) days.

ARTICLE 4

MEETINGS

Section 1. Roster of Members. The Association shall maintain a current roster of names and addresses (both physical and electronic, if provided) of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address and email address, if any; no Member may vote at meetings of the Association until the foregoing information is furnished.

Section 2. Place of Meetings. Meetings of the Association whether in-person, virtually, or a combination of the two, shall be held at its principal office or such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on or about the third Tuesday of September of each year or at such other date as determined by the Board (the "annual meeting") and may be held as a physical meeting, a virtual meeting, or a combination of the two. At each annual meeting the Members shall elect one or more members of the Board. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. The President shall call a special meeting of the Members, whether physical or virtual, or a combination of the two, when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the holders of four-fifths (4/5) of the votes of Members present, either in person, electronically, or by proxy.

Section 5. Notice of Meetings. The Secretary shall hand deliver, physically mail, or electronically mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing (whether electronically or physically) of a notice in the manner provided in this Section shall be considered notice served and such notice shall be effective upon the date of delivery or mailing.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person, electronically, or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Members shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Reports of committees.

(f) Election of Directors (when applicable).

(g) Unfinished business.

(h) New business.

Section 8. Parliamentary Procedure. Except where inconsistent with these Bylaws, meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

Section 9. 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 Bylaws to be taken by the vote of the owners may be taken without a meeting if the Association delivers a written ballot to every owner entitled to vote on the matter. The written ballot may be delivered to the owner by any of the methods set forth 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 or other electronic means. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

ARTICLE 5

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons. Each member of the Board of Directors shall be a Unit owner or a spouse or significant other of the Unit owner if not on the deed, or, if an owner is a partnership, then a general partner of such owner may be a Director and if an 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. If a Unit or Units has shared ownership interest, the owners are prohibited from serving as Directors at the same time, regardless of the number of Units owned. If an owner has a delinquent account with the Association, that owner cannot be elected as a Director. If at any time a Director becomes delinquent on any payment to the Association, the Director is required to resign from the board position (and any officer position held) unless the owner

brings his account current within ten (10) days' notice from the Board. If a Director ceases to meet such qualifications during the term, the Director shall thereupon cease to be a Director and that place on the Board shall be deemed vacant.

Section 2. Election and Term of Office. Board members will be elected at the annual meeting or a special meeting of the members each year. The term of office of the Directors shall be for two years and will be staggered so that at least 1/3 of the Directors are elected each year.

Each Director shall hold office until their successor has been elected and has attended their first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that there shall be no cumulative voting. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

(a) make and enforce (including enforcement through the establishment of a system of fines) Rules and Regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Condominium property;

(b) make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

(c) execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property, including acquiring and conveying property, contracting for offsite recreational services, borrowing money, and suing on behalf of all Members;

(d) satisfy all liens against the Condominium property and pay necessary expenses connected therewith;

(e) employ a professional property manager, management company or managing agent on an annual basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section; and

(f) perform such other functions as are required or permitted by law or the Declaration.

Section 4. Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Association.

Section 5. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by 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 Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Members may be removed with or without cause by Members holding more than Fifty Percent (50%) of the votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given .an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, whether in person, virtually, via telephone, or video/digital conferencing, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally, electronically, or by mail, or telephone, at least three (3) days prior to the day named for such meeting.

At the discretion of any Board member any meeting can be adjourned for the purpose of having the meeting go into Executive session. Reason for such a meeting need not be disclosed. It is at the discretion of the Board to call the meeting back to order or adjourn. Executive sessions should only be held when the subject matter is of such a limited, confidential or sensitive nature as to only effect a select person or persons. Such as collection of past due accounts, legal actions, Occupancy requirements or Financial discussions of Budget/contract matters.

Section 9. Special Meetings. Special meetings of the Board, whether in person, virtually, via telephone, or video/digital conferencing, may be called by the President on three (3) days' notice to each Director, given personally, electronically, or by mail, or telephone which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board, 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 them. 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.

Section 11. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts

of the Board. Presence at a Board meeting may be in person, or by telephone or video/digital conference. If at any meeting of the Board there is less than a quorum present, then the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Insurance. The Board shall require that all officers and employees of the Association and officers and employees of any professional management company handling or responsible for Association funds are covered by adequate fidelity insurance as set forth in the Declaration. The premiums on such insurance shall be paid by the Association.

Section 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 a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be given by all of the Directors entitled to vote with respect to the subject matter. Such consent may be given via email or other electronic means, and such consent shall have the same force and effect as a unanimous vote. Informal actions taken under this section shall be recorded in the next Board meeting minutes.

ARTICLE 6

OFFICERS

Section 1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board. The Directors may elect an assistant treasurer, an assistant secretary or such other officers as in their judgment may be necessary. Any officer's duty may be delegated to a property manager or management company at the discretion of the Board.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and their successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the Members from time to time as they may in their discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some 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 them by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. The Secretary shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other 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.

Section 7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same is established by a resolution of the Members.

ARTICLE 7

BUDGET, ASSESSMENTS AND DEPOSITORIES

Section 1. Budget. The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior wells, roofs, pipes, ducts, service and utility areas, recreation areas and facilities; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

Section 2. Assessment. The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his deed to his Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment (sometimes referred to as a "special assessment") to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before the date when such assessments and installments are due. Any assessment or installment not paid when due shall be delinquent, and the Unit owner may be charged late fees and interest on the unpaid assessment in amounts set forth in the Rules and Regulations. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for late fees and interest to be charged and shall establish the amount of the late fee and the rate of interest to be charged on such unpaid assessments or installments within the Rules and Regulations. All payments upon account shall be first applied to the costs of collection, including actual attorneys' fees, late fees, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a

default hereunder, and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer or agent authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the professional property manager, management company or managing agent provided such manager, company or agent is bonded or by such officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. For checks signed by officers, the Board may direct that checks of less than Five Hundred Dollars ($500.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter-signature of designated officers. The Board may from time to time establish dollar limitations in excess of which the professional property manager, management company or managing agent shall not have authority to draw checks. The Board shall notify the designated depository promptly upon the establishment of such limitation.

ARTICLE 8

OBLIGATIONS OF THE UNIT OWNERS

Section 1. Maintenance and Repair.

(a) Every Member must perform promptly all maintenance and repair work within his own Unit and within or on the Limited Common Elements appurtenant to his Unit, shall keep the patio and/or deck, if any, appurtenant to his Unit in a clean and neat condition and in good order and repair, staining the deck as needed, and shall be responsible for replacement of the deck and/or patio, and is expressly responsible for the damages and liabilities that his failure to do so may cause.

(b) Each Member shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by him, any member of his family, any tenant, any employee or any other user or occupant of his Unit.

Section 2. Use of Common Areas and Facilities. No Member shall place or cause to be placed any objects of any kind in the Common Elements, except in the Limited Common Elements appurtenant to his Unit, unless otherwise prohibited.

Section 3. Right of Entry.

(a) Each Member grants a right of entry to his Unit to the professional property manager, management company or managing agent employed by the Board or to any other person authorized by the Board in case of any emergency, whether the Member is present at the time or not. Any damage or loss caused as a result of such entry shall be at the expense only of the Member if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

(b) Each Member shall permit such professional property manager, management company or managing agent employed by the Board or any other person authorized by the Board, or their representatives, when so required, to enter his Unit for the purpose of performing non-emergency inspections, installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Member.

Section 4. Rules of Conduct.

(a) There shall be no advertisements or posters of any kind posted or displayed in or on the Condominium property, except as may be permitted by the Declaration and the Rules and Regulations.

(b) Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons. Domestic animals may be kept only as permitted by the Declaration and the Rules and Regulations.

(c) It is prohibited to hang garments, rugs, etc., from the windows or in any areas outside the Units.

(d) It is prohibited to throw garbage or trash outside the disposal receptacles.

(e) No Member shall install wiring for electrical or telephone installations, television antennae, machines or air-conditioning units, etc., on the exterior of the Condominium property or that protrude through the walls or the roof of any building.

(f) The exterior face of all window coverings, whether fabric or otherwise, must be white, off-white or natural wood tones. This includes, but is not limited to, drapes, curtains, louvered blinds and window shades. Any departure from the above-approved colors requires prior written approval of the Board of Directors.

Section 5. Remedies. Failure to comply with any of these Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Member.

ARTICLE 9

AMENDMENTS

Section 1. Amendments to the Bylaws. These Bylaws may be amended by an affirmative vote of at least sixty-seven percent (67%) of the total Units. For the purpose of determining the percentage in the preceding sentence, the "total Units" shall be deemed to be a total of fifty-one (51) Units.

ARTICLE 10

CONFLICT

These Bylaws are set forth to comply with the requirements of the Act. If these Bylaws conflict with the provisions of the Act, or the Declaration, the provisions of the Act or of the Declaration will control.

ARTICLE 11

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December of each year.

ARTICLE 12

MISCELLANEOUS

Section 1. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 2. Hazardous Substances. Owners, residents, and guests are prohibited from bringing on to or storing hazardous substances, including but not limited to flammable or explosive materials, on the Condominium Property.

These Amended and Restated Bylaws were adopted by a vote of sixty-seven percent (67%) of the Unit Owners on April 30, 2026.