# BY-LAWS

# OF

# GORDON KNOLL CONDOMINIUMS INC.

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**AMENDED AND RESTATED BY-LAWS**
**OF**
**GORDON KNOLL CONDOMINIUMS, INC.**

## ARTICLE I

### Name and Purpose

Pursuant to the Articles of Incorporation of Gordon Knoll Condominiums, Inc. and the Condominium Declaration for Gordon Knoll Condominiums, the following are adopted as the By-Laws of Gordon Knoll Condominiums, Inc., (hereinafter sometimes referred to as the "Association"), which is a ~~non-profit,~~ 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 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 By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, personal representatives, successors and assigns.

## ARTICLE II

### Members, Voting and Meetings

2.1 MEMBERS. The rights and qualifications of the members are as follows:

(a) Defined. Members of the Association shall be all unit owners, and members shall have one vote for each unit owned. Every unit owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

(b) One Membership and Vote Per Unit. One membership and 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, and shared membership interest must be voted pursuant to the designation contained in the Membership List.

(c) Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address (physical and electronic/email) to which notice of meetings of the Association shall be sent~~, the mortgagee of the unit, if any~~, and the person designated to cast the one vote pertaining to such unit. Only the person so designated shall be entitled to cast a vote in person, electronically, or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the unit.

(d) 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

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unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address (physical and electronic/email) 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. The Association may provide Membership Certificates to its members.

2.2 QUORUM AND PROXIES FOR MEMBERS MEETINGS. A quorum for members' meetings shall consist of ~~a majority~~one-third (1/3) of votes entitled to vote. Votes may be cast in person, by mailed ballot, electronically (remotely, via electronic means) or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, 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, electronically, 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.

2.3 ACT BY MAJORITY. The act of a majority of votes of the Association present in person, by mailed in ballot, electronically, or by proxy at any meeting at which a quorum is present shall be the act of the Association. unless provided otherwise under the Wisconsin Condominium Law.

2.4 TIME, PLACE, NOTICE AND CALLING MEMBERS' MEETINGS. Written notice of all meetings slating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all unit owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally or electronically delivered not less than ten (10) days nor more than sixty (60) 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.

2.5 ANNUAL AND SPECIAL MEETINGS. The annual meeting shall be held on the first Thursday in December of each year, or at such other date set by the Board of Directors, 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 ten percent (10%) or more of all votes entitled to be cast.

## ARTICLE III

## Board of Directors

~~3.1 INITIAL BOARD OF DIRECTORS. The initial Board of Directors shall consist of two (2) persons, appointed by Declarant, who need not be members of the Association, to serve~~

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~~until control of the Association passes to the unit owners pursuant to terms of the declaration. Notwithstanding the foregoing, upon the conveyance of 50% of the units in Gordon Knoll Condominiums, Inc., an Association meeting shall be held and unit owners other than Declarant shall elect at least one member of the Board of Directors. Upon the conveyance of 67% of the units by Declarant, an Association meeting shall be held and the unit owners other than Declarant shall elect at least two of a minimum of four total members of the Board of Directors.~~

~~3.2~~3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS. ~~After control of the Association passes to the unit owners pursuant to terms of the Declaration, t~~The Board of Directors shall consist of five (5) persons, to ~~be classified with respect to the terms for which they severally hold office~~ as set forth in paragraph 3.4 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association. 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 account with the Association, that Unit 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 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.

~~3.3~~3.2 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers 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 Act, the Declaration, the Articles of Incorporation, and these By-Laws.

~~3.4~~3.3 ELECTION AND TERM OF DIRECTORS. ~~At the first annual meeting of the Association after Association control passes to the unit owners, the members shall elect five (5) directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:~~

~~(a) Two (2) directors whose terms will expire after one (1) year, at the next annual meeting of the Association (Class "A" Directors).~~

~~(b) Three (3) directors whose terms will expire after two (2) years. at the second annual meeting of the Association after their election (Class "B" Directors).~~

~~The successors to the class of directors whose teams expire as set forth above~~Directors shall be elected to hold office for 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~~, so that the term of one class of~~. The directors' terms shall be staggered so that at least 1/3 of the directors' terms expire in each year.

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~~3.5~~3.4 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 class of directors is to be elected.

~~3.6~~3.5 REMOVAL OF DIRECTORS. At any annual or special meeting of the membership duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

~~3.7~~3.6 ANNUAL MEETING AND NOTICE. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

~~3.8~~3.7 REGULAR MEETINGS AND NOTICE. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place (physical or virtual), and upon the passage of any such resolution, such meetings shall be held at the slated time and place without the necessity of notice other than such resolution.

~~3.9~~3.8 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors maybe called by the President or by two directors on three days prior written notice to each director, given personally, electronically, or by mail, which notice shall state the time, place (physical or virtual) and purpose of the meeting.

~~3.10~~3.9WAIVER 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 by him of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

~~3.11~~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. Presence at a Board meeting may be in person, or via telephone or video/digital conference. 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.

~~3.12~~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 shall

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furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

## ARTICLE IV

### Officers

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, 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 his successor shall be elected at a 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 be held by the same person.

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. He shall preside at all meetings of the Association and of the Board of Directors. He 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 perform such other duties and have such other authority as may be delegated by the Board of Directors.

4.3 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 both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to lime be Imposed upon him 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. The Secretary shall be responsible for maintaining the Membership List and the issuance of Membership Certificates for the Association.

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. He 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 and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by or on account of any action taken or omitted to be

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taken by him 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 his own affairs, or (b) took or omitted to 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 had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The Board of Directors may provide directors and officers liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 COMPENSATION. No director or 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**~~

~~**Declarant Control**~~

~~Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association until the earlier of; (a) three (3) years after the first sale of a unit in Gordon Knoll Condominiums, by Declarant, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Condominium Ownership Act of Wisconsin. Each owner of a condominium unit in Gordon Knoll Condominiums, shall be deemed by acceptance of any deed to any unit lo agree, approve and consent to the right of Declarant to so control the Association.~~

## ~~ARTICLE VI~~ARTICLE V

**Operation of the Property**

~~6.1~~5.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of $25,000 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or a managing agent with respect to the administration and operation of the condominium.

~~6.2~~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 and the common and limited common elements and facilities by the unit owners and

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occupants. 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 and the common elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

~~6.3~~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 assessments 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 against the units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the Condominium as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable monthly. If not paid on or before the due date, the assessment shall bear late fees and interest ~~at the prime rate of interest determined from time to time by M & I Bank of Milwaukee, Wisconsin as of the first day of each month~~in the amounts set forth in the Rules and Regulations, until paid in full. If delinquent for more than thirty (30) days~~.~~, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

~~6.4~~ 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 annually or more frequently, such as amounts required for the cost of maintenance and repair of the common elements, management services, security, insurance, common services and utilities, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event 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 charged against the reserve fund, and/or~~up to a maximum of 10% of the reserve fund.~~

~~6.5~~5.4 ~~In the event that such funds prove inadequate to meet the necessary common expenses, or~~ at the discretion of the Board of Directors, the directors may levy further assessment(s) against the unit owners.

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The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, ~~I~~if resulting from action by the Association. The unit owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the unit owner, 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 therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the unit owners in subsequent years.

The annual budget shall be prepared and determined by December 1st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

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

~~6.6~~5.5 DEFAULT AND LIENS. All assessments of common expenses and special assessments, until paid, together with late fees, interest, and actual costs of collections, including actual attorneys' fees, constitute a lien on the units on which they are assessed and on the undivided interest in the common elements appurtenant thereto. 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 file a lien~~s~~ therefor and/or 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 collection, late fees, and interest~~.~~, together with the actual attorney fees incurred by the Association. Liens shall be signed and verified on behalf of the Association by any officer or agent of the Association. The owners of a unit against which a lien has been filed by the Association shall not be entitled to vote at Association meetings until the lien has been paid in full.

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## ~~ARTICLE VII~~ARTICLE VI

**Repairs and Maintenance.**

6.1 INDIVIDUAL UNITS. Each unit owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each unit owner must perform properly or cause to be performed all maintenance and repair work within his own unit which ~~I~~if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining unit owners, as the case may be, for any damages caused by his failure to do so.

In situations where a condition in one unit affects another (including, but not limited to, a drain serving one unit being in need of repair that leaks into the unit below), all involved unit owners must work cooperatively to promptly coordinate repairs and the owner from whose unit the condition originates is responsible for the cost of repair. In the event that a unit owner delays the repair work, such that further damage is caused to a unit or surrounding common element, the unit owner causing the delay is responsible for the additional damage caused. In such cases, if the Association hires a contractor to repair the damage, the Association may assess the cost to the unit owner who caused the delay/additional damage.

Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass and screens) lighting fixtures, refrigerators. ranges, heating and air-conditioning equipment, dishwashers, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, or other equipment which may be in, or connect with, the unit-or the limited common elements appurtenant to the unit.

~~7.2~~6.2 COMMON ELEMENTS AND FACILITIES. The Association shall be responsible for the management and control of the common and limited common elements and facilities and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual unit owners are responsible therefor as provided hereinafter with respect to limited common elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a unit owner, in which case such expense shall be charged and specially assessed to such unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the common and limited common elements:

- All repairing, restoration, painting, maintenance, and decorating of the building exterior, walls and roofs, including porches balconies and patios
- All maintenance, repair, painting, cleaning and decorating of common areas and fixtures.
- Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required.

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- Repair, replacement or restoration of sidewalks, driveways, retaining walls, and parking areas which are a part of the Condominium property.

- Snow and ice removal and salting of walks, drives and parking areas.

- General repair, maintenance and replacement of exterior fixtures, including exterior lighting fixtures and associated equipment.

- General repair, maintenance and replacement of common fixtures and equipment.

- Provision, maintenance and storage of equipment and materials required to accomplish the foregoing.

~~7.3~~6.3 LIMITED COMMON ELEMENTS. Each unit owner, at his sole expense, shall be responsible for keeping the limited common elements appurtenant to his unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition.

~~7.4~~6.4 ASSOCIATION SERVICES. The Association may provide any service or maintenance requested by a unit owner or owners with respect to individual units or limited common elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefor.

## ~~ARTICLE VIII~~ARTICLE VII

### Duties and Obligations of Unit Owners

~~8.1~~7.1 RULES AND REGULATIONS. The units and the common elements and facilities and limited common elements (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following:

(a) Use. No unit owner shall occupy or use his unit or the limited common elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's Leasers or guests. No trade or business shall be conducted on the condominium property or from any unit without the prior written approval of the Association.

(b) Occupancy. Units in Gordon Knoll Condominiums shall not be used or occupied by any person or group of persons for a period of less than 30 consecutive days, except with prior written approval of the Association. The intent of this provision is to prohibit business, transient or similar uses of the units which would involve multiple occupancies by different persons or groups of persons.

(c) Leases. All Units are subject to the following leasing restrictions.

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(i) Only twenty percent (20%) of the Units shall be allowed to lease at any given time (the "Leasing Limit"). An Owner of a Unit must occupy the Unit for at least one (1) year before the Unit is eligible for leasing, and if not leased as allowed in this section, the Unit must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. An exception to the Leasing Limit and Owner Occupancy Requirement is granted to the Units being rented at the time of adoption of these Amended and Restated Bylaws (the "Grandfathered Units"). When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred following the adoption of these Amended and Restated Bylaws, upon such sale, conveyance, or transfer, that Unit will no longer be "grandfathered," and will be subject to the Leasing Limits and Owner Occupancy Requirement. Further, once a unit is no longer grandfathered, it will not be eligible again for leasing until a place becomes available within the Leasing Limit. **In no event will the Leasing Limit or the Owner Occupancy Requirement apply to Mortgagees of the unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure**. The Board of Directors will have discretion as to the administration of the Leasing Limit, and may pass Rules and Regulations to assist with the administration and enforcement of the leasing rules contained in this Declaration, the Bylaws, and the Rules and Regulations.

(ii) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of these sections and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for

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an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(iii) Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with all of the following; **any violations will be subject to daily fines**:

(1) The term of any such lease shall not be less than six (6) months;

(2) The Unit Owner has obtained the prior written approval of the Association with respect to the terms of the proposed lease **and any lease renewals**;

(3) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(4) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

(iv) The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the By-laws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the

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Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

(v) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited.

~~(c) Owners of units in Gordon Knoll Condominiums may lease their units on whatever terms and conditions they may wish, provided that in each instance the following terms and conditions are met:~~

~~The tease must be in writing, signed by the owner and the tenant.~~

~~The lease must be for a period of no less than ninety (90) consecutive days.~~

~~The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws. and all rules and regulations of the Association.~~

~~Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant, and the term of the lease.~~

(d) Leases of Parking Units. Leases for deeded parking spaces may only be done between Gordon Knoll unit owners, and must be for vehicles owned by owners and/or occupants of Gordon Knoll Condominiums. Any Unit Owner intending to lease one of their deeded parking spaces must request written approval from the Association (*via the Property Management Company*) no later than 30 days prior to the beginning of the lease period. A unit may not be leased for less than six months and no more than twelve months. The written lease request must include the following information:

(i) Tenant/Lessee's name(s)

(ii) Tenant/Lessee's phone numbers - home and work

(iii) Tenant, the number of occupants

(iv) The make, color, and license number of vehicle

(v) Written, signed statement saying tenant(s) have viewed Declaration By-Laws, Rules and Regulations and will comply. However, Unit Owners will still remain the responsible party.

(vi) Term of lease

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Within 10 days of receiving the lease request, the Association will confirm back to the owner whether the parking lease has been approved.

~~(d)~~(e) Parking. Each unit in Gordon Knoll Condominiums shall park their designated underground parking space. The exterior parking spaces are for short term guests of unit owners, and are not intended for permanent additional unit owner parking. Owners may park in the exterior parking spaces but only for up to 12 hours. There shall be no long term parking of campers, trailers, boats, recreational vehicles, or similar vehicles. The Association has the right to lease exterior parking spaces for permanent use to any resident of Gordon Knoll Condominiums.

~~(e)~~(f) Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas, except that two (2) dogs, two (2) cats, (or, one dog and one cat), birds and fish may be kept as household pets by unit owners, provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations which may be adopted by the Association regarding same. Dog houses may not be placed outside on the common areas. Dogs may not be tied up outside on the common areas. An animal ~~pet~~ shall not be allowed at large on common areas, and shall always be leashed and within the immediate control of a 'person' when outside a unit. All droppings must be picked up and disposed of by the person in control of the animal~~a pet~~. Owners of pets shall take reasonable precautions and efforts to prevent their ~~pets~~ animals from being a nuisance or annoyance to other unit owners or occupants.

~~(f)~~(g) Grills. Grills must be kept at least 18" away from all walls and railings when in use. Any damages caused by Improper use of a grille shall be the responsibility of the unit owner where the damage originated.

~~(g)~~(h) Obstructions. There shall be no obstruction of the common areas.

~~(h)~~(i) Increase of Insurance Rates. Nothing shall be done or kept in any unit or on the common areas which will increase the rate of insurance on the common areas, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the common area, or which would be in violation of any law or ordinance. No waste will be committed in the common areas.

~~(i)~~(j) Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

~~(j)~~(k) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common elements and facilities, except upon the written consent of the Association.

~~(k)~~(l) Conflict. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

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~~(l)~~(m) Enforcement. The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action If necessary, and monetary fines of not less than $50 per violation to be charged and assessed against the owners of units who violate or whose guests or unit occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

## ~~ARTICLE IX~~ARTICLE VIII

### General

~~9.1~~8.1 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

~~9.2~~8.2 ADDRESS. The mailing address of the Association shall be ~~1220 E. Locust Street, Milwaukee, WI 53202~~that of its principal office, as stated on file with the Wisconsin Department of Financial Institutions.

~~9.3 SEAL. The Board of Directors shall 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 X~~ARTICLE IX

### Amendments

~~10.1~~9.1BY MEMBERS. These By-Laws may be altered, amended or repealed and new Bylaws may be adopted by the members, ~~at any meeting called for such purpose,~~ by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes in the Association.

~~10.2 RIGHTS OF DECLARANT. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.~~

## ~~ARTICLE XI~~ARTICLE X

### Miscellaneous

~~11.1~~10.1 RECORD OF OWNERSHIP. Every unit owner shall promptly cause to be duty recorded or filed of record the deed, assignment or other conveyance to him of such unit or other evidence of his title thereto, and shall present such evidence of his title and the dale of acquiring title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

~~11.2~~10.2 MORTGAGES. Any unit owner who mortgages his unit or any interest therein shall, upon request, notify the Board of Directors of the name and address of his mortgagee,

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and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

~~11.3~~10.3 STATEMENT OF ASSESSMENTS. The Board of Directors or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein. shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such request is received.

~~11.4~~10.4 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 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 him 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 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 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 expense incurred or suffered by the Association by reason of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article X~~I~~ contained 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 by him as a unit owner under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles and By-Laws of the Association, or a member of the Association.

~~11.5~~10.5 SUBORDINATION. These By-Laws are subordinate to 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 meanings as in the Declaration or said Condominium ownership Act.

10.6 INTERPRETATION. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws 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 owners.

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~~11.6~~10.7 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.

These Amended and Restated Bylaws were duly adopted by the affirmative vote of 67% of members on _____, 202_.

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