AMENDED AND RESTATED BY-LAWS

OF

THE DALLES CONDOMINIUM ASSOCIATION, INC.

TABLE OF CONTENTS

PAGE

ARTICLE I NAME AND LOCATION 1

ARTICLE II DEFINITIONS 1

ARTICLE III MEETING OF MEMBERS 2
- Section 1. Annual Meeting 2
- Section 2. Special Meetings 2
- Section 3. Place of Meetings 2
- Section 4. Notice of Meetings 2
- Section 5. Quorum 2
- Section 6. Proxies 2
- Section 7. Majority of Unit Owners 2
- Section 8. Majority Vote 3
- Section 9. Voting 3
- Section 10. Order of Business 3
- Section 11. Parliamentary Procedure 4
- Section 12. Action By Unanimous Consent 4

ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE 4
- Section 1. Number and Qualification 4
- Section 2. Election and Term of Office 5
- Section 3. Removal 5
- Section 4. Vacancies 5
- Section 5. Compensation 5
- Section 6. Action Taken Without a Meeting 5

ARTICLE V MEETINGS OF DIRECTORS 5
- Section 1. Annual Meeting 5
- Section 2. Regular Meetings 5
- Section 3. Special Meetings 5
- Section 4. Quorum 6
- Section 5. Waiver of Notice 6

ARTICLE VI POWER AND DUTIES OF THE BOARD OF DIRECTORS 6
- Section 1. Powers and Duties 6
- Section 2. Additional Powers 6
- Section 3. Additional Duties 7
- Section 4. Board of Directors' Liabilities 9

ARTICLE VII OFFICERS AND THEIR DUTIES 9
Section 1. Enumeration of Offices 9
Section 2. Election of Officers 9
Section 3. Term 9
Section 4. Special Appointments 9
Section 5. Resignation 9
Section 6. Removal of Officers 9
Section 7. Vacancies 9
Section 8. Multiple Offices 10
Section 9. Duties 10
(a) President 10
(b) Vice-President 10
(c) Secretary 10
(d) Treasurer 10
(e) Compensation 10

ARTICLE VIII COMMITTEES 10

ARTICLE IX BOOKS AND RECORDS 10

ARTICLE X ASSESSMENTS 11

ARTICLE XI ABATEMENT AND ENJOINING OF VIOLATIONS 11

ARTICLE XII SALE AND LEASE OF UNITS; USE RESTRICTIONS 11
Section 1. Sales and Leases 11
Section 2. Leasing Restrictions 11
Section 3. Financing of Purchase of Units by Board of Directors 13
Section 4. Waiver of Right of Partition with Respect to Units Acquired by Board of Directors 13
Section 5. Payment of Assessments 13
Section 6. Notification of Conveyance 13
Section 7. Smoking Prohibited 14

ARTICLE XIII CONFLICTS 15

ARTICLE XIV AMENDMENTS 15

ARTICLE XV FISCAL YEAR 15

ARTICLE XVI CORPORATE SEAL 15

AMENDED AND RESTATED BY-LAWS

OF

THE DALLES CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is THE DALLES CONDOMINIUM ASSOCIATION, INC: hereinafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be as stated on file with the Wisconsin Department of Financial Institutions.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to a corporation organized pursuant to Chapter 181, Wisconsin Statutes, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

Section 3. "Common Element(s)" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the Owners.

Section 4. "Unit" shall mean and refer to any Residential Unit upon the recorded plat or plats of survey shown of the Property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Condominium Ownership applicable to the Property to be recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held each year on a date set by the Board of Directors. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the Board of Directors or by the President, or upon written request of the members who are entitled to vote one-fourth (1/4th) of all of the votes,

Section 3. Place of Meetings. Meetings of the Unit owners shall be held at the principal office of the Property or at such other suitable place, whether physical or virtual, convenient to the Owners as may be designated by the Board of Directors.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by delivering written notice, either personally, electronically, or by mail at least ten (10) days before such meeting to each voting member entitled to vote thereat, to the physical or electronic address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place (physical or virtual), day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Unit Owners.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five (25%) percent of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. Presence at a members meeting may be in person, electronic (virtual), or by proxy. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented. Any Unit Ownermay waive notice, or consent to any action of the Association without a meeting.

Section 6. Proxies. At all meetings of members, each member may vote in person, electronically (remotely, via electronic means), or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies may be filed with the Secretary via email or other electronic means. Every proxy shall be effective for a maximum period of one hundred eight (108) days, (unless granted to a Mortgagee or Lessee), shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

Section 7. Majority of Unit Owners. As used in these By-Laws, the term "majority of Unit Owners" shall mean those Unit owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person, electronically, or by proxy and voting at any meeting of the Unit Owners.

Section 8. Majority Vote. The vote of a majority of Unit Owners at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by law, the Declaration or these By-Laws.

Section 9. Voting. Each Unit Owner shall furnish the Association with his name and current mailing and email address. No Unit Owner may vote at meetings of the Association until this information is furnished. The Owner or Owners of each Unit or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner shall be entitled to cast the vote appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designated and/or is revocable at any time by the actual notice to the Board of a death or judicially declared incompetence of any designee. Any such proxy shall be valid and effective as previously mentioned under Section 6 hereof. Each Unit Owner (including the Board of Directors if the Board of Directors or its designee shall then hold title to one or more Units) shall be entitled to cast at all meetings of the Unit Owners the vote appurtenant to each Unit owned. Where ownership is in the name of two or more persons, the vote appurtenant to their Unit may be cast by any one joint Owner, provided, however, that if any joint Owner protests promptly the casting of such vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast pro rata in accordance with each joint Owner's interest in the Unit, then such vote shall thereafter be cast pro rata by all joint owners in accordance with their interest in the Unit. Where a Unit is leased or has been sold under a Land Contract, the Land Contract Vendee shall be entitled to vote appurtenant to said Unit. (Where there are two or more Vendees, they shall be considered joint Owners.) Notwithstanding the provisions of this Section, if the Association has recorded a Statement of Condominium Lien on a Unit and the amount necessary to release the Lien has not been paid at the time of the meeting, such Unit Owner may not vote at the meeting.

Any or all such Owners may be present at any meeting of the voting members or all such Owners may be present at any meeting of the voting member (and those constituting a group acting unanimously) may vote or take any other action as a voting member either in person, electronically, or by proxy. The total number of votes of all voting members shall be thirty-two (32) and each Owner or group of Owners shall be entitled to one vote per Unit.

Section 10. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(a) Roll call;

(b) Proof of notice of meeting or wavier of meeting;

(c) Reading of minutes of preceding meeting;

(d) Reports of officers;

(e) Report of committees;

(f) Election of Directors (when applicable);

(g) Unfinished business,

(h) New business.

Section 11. Parliamentary Procedure. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order".

Section 12. Action By Unanimous Consent. Any action required to be taken or which may be taken at a meeting of Unit Owners may be taken without a meeting if Consent in writing setting forth the actions so taken shall be signed by all Unit Owners entitled to vote thereon. The signature required in each instance shall be that of the person who is then entitled to cast the vote for a Unit. All such consent action shall have the same force and effect as unanimous vote.

Section 13. 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 By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article III, Section 4 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. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number and Qualification. The affairs of this Association shall be managed by a Board of Directors, consisting of three (3) Directors. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a partnership, then a general partner of such Unit Owner may be a director and if a Unit 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 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.

Section 2. Election and Term of Office. Directors shall be elected at the annual meeting to serve for a term of three (3) years. The Directors' terms shall be staggered such that at least 1/3 of the Directors are elected in each year. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Unit Owners.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by, a majority vote of the members of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Board member thereof by a vote of the Unit Owners such as death and/or resignation shall be filled by the vote of the majority of the remaining members at a Special Meeting of the Board of Directors held for that purpose although the members present at such meeting may constitute less than a quorum and each person so elected shall serve for the unexpired term of his predecessor. Further, if a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such member shall there upon cease to be a member of the Board and his place on the Board shall be deemed to be vacant.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association as such. However, any Director may be reimbursed for any costs associated with the actual the performance of his duties.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Annual Meeting. An Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of the Unit Owners and at the same place (physical or virtual).

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held periodically without notice, at such place (physical or virtual) and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than twenty-four (24) hours notice to each Director.

Section 4. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Presence at a Board meeting may be in person, or via phone or video/digital conference.

Section 5. Waiver of Notice. If the Board needs to meet on an emergency basis such that a twenty-four hour notice cannot be given, the Board members may waive notice of the meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. If a Board member attends a meeting, that attendance is considered a waiver of the notice requirements. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and ant business may be transacted at such meeting.

ARTICLE VI

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the property except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by Unit owners. The Board of Directors shall have powers and authority necessary for or desirable for the complete enforcement and administration of the property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws, and the rules and Regulations hereunder.

Section 2. Additional Powers. Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board of Directors shall have the following general powers subject to restrictive covenants of record which powers include but are not limited to the following:

(a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Unit Owners according to the Declaration;

(b) Employ and dismiss employees and agents;

(c) Adopt and publish rules and regulations governing the use of the Units, the Common Elements and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(d) Exercise for the Association all power, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;

(e) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the Owners personally obligated to pay the same;

(f) Employ a manger, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the Property;

(h) Open bank accounts on behalf of the Property and to designate the signatories required therefor;

(i) Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, units offered for sale or lease or surrendered by the Owners to the Board of Directors;

(j) Purchase Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners;

(k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with Units acquired by and to sublease Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners;

(l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all Unit Owners;

(m) Grant licenses for vending machines and laundry machines.

Section 3. Additional Duties. Without limiting the general duties which may be provided by law, this Declaration and the Act, the Board of Directors shall have the following general duties subject to restrictive covenants of record, which duties include but are not limited to the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by three-fourths (3/4ths) of the members who are entitled to vote;

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration to:

(i) To estimate the amount of the annual budgets for the Phase I and Phase II buildings and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expense as provided in the Declaration herein contained;

(ii) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(iii) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be covered by fidelity insurance, as it may deem appropriate;

(g) To provide for the maintenance, repair and replacement of the Common Elements and Limited Common Elements and to approve payment vouchers and/or to delegate such approval to the Officers or the Manager or Managing Agent;

(h) To provide for the designation, hiring and removal of employees and other personnel, including accounts, and to engage or contract services of others and to make purchases for the maintenance, replacement, administration, management and operation of the property and the common Elements, and to delegate any such powers to the Manager or Managing Agent (and any such-employees or other persons who may be employed by the Managing Agent);

(i) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Elements;

(j) Suspend the voting rights of an Owner upon the recording of a Statement of Condominium Lien on that owner's Unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full;

(k) Grant easements through or over Common Elements and/or Limited Common Elements;

(l) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the Condominium;

(m) Make contracts and incur liabilities, including borrowing funds and acquiring and conveying property in connection with the operation of the condominium;

(n) Maintain a current roster of names and mailing and email addresses of Unit Owners to which all notices shall be sent;

(o) Deny the right to vote at an Association meeting to a Unit Owner who shall not have furnished to the Association the Unit Owner's name and current mailing and email address;

(p) To comply with the instructions of a majority of the Unit Owners as expressed in a Resolution duly adopted at any Annual or Special Meeting of the Unit Owners;

(q) To exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Act and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws.

Section 4. Board of Directors' Liabilities. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, failure to adhere to the provisions of the Declaration of these By-Laws, negligence or otherwise except for own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the Unit owners arising out of any contract made by the Board of Directors or out of any of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the Unit owners and the liability of any single Unit Owner shall be limited to such equal proportionate share of the total liability. At the option of the Board of Directors, Directors' liability insurance may be obtained and shall be paid for as a common expense.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, Vice-President and Secretary, who shall at all times be members of the Board of Directors, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office until his successor Is elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 5. Resignation. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Removal of Officers. 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 may be elected at any regular meeting of the Board of Directors or at any Special Meeting of the Board of Directors called for such purpose.

Section 7. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8. Multiple Offices. The offices of Vice President and Secretary, Vice President and Treasurer, and Secretary and Treasurer, may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 9. Duties. The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors;

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board;

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and will be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for preparation of all required financial statements. The Treasurer will be responsible for the deposit of all money in the name of the Association in such depositories as may from time to time be designated by the Board and will in general perform all the duties incident to the office of Treasurer under nonstock corporation law (Chapter 181 of the Wisconsin Statutes).

(e) Compensation. No officer shall receive compensation from the Association for acting as such.

ARTICLE VIII

COMMITTEES

The Association may appoint an Architectural Control committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, Articles and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear late fees and interest from the date of delinquency at the rate set forth in the Rules and Regulations. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and late fees, interest, costs and actual attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Elements or abandonment of his unit.

ARTICLE XI

ABATEMENT AND ENJOINING OF VIOLATIONS

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in the Declaration and these By-Laws: (a) to enter the Unit, upon seven (7) day advance written notice to the Unit Owner, in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the default Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of the trespass; and/or (b) any of the remedies set forth in Article VII, Section 2 of the Declaration.

ARTICLE XII

SALE AND LEASE OF UNITS; USE RESTRICTIONS

Section 1. Sales and Leases. No Unit Owner may sell or lease his Unit or any interest therein except by complying with the provisions of this section. A Unit Owner's sale of his Unit shall include the sale of: (a) the undivided interest in the Common Elements and facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Board of Directors, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Property, hereinafter collectively called the "appurtenant interests".

Section 2. Leasing Restrictions. All Units are subject to the following leasing restrictions.

(a) Only three (3) 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 By-Laws (the "Grandfathered Units"). When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred following the adoption of these Amended and Restated By-Laws, 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 By-Laws, and the Rules and Regulations.

(b) 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 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.

(c) Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

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

(ii) The Unit Owner has obtained the prior written approval of the Association with respect to the terms of the proposed lease;

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

(iv) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the By-Laws, 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 By-Laws 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.

(d) 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 By-Laws, 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 Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

(e) 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. Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

Section 3. Financing of Purchase of Units by Board of Directors. Acquisition of Units by the Board of Directors, or its designee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient the Board of Directors may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements and facilities, as a common charge, which assessment shall be enforceable in the same manner as provided herein. Alternatively, the Board of Directors may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit to be acquired by the Board of Directors.

Section 4. Waiver of Right of Partition with Respect to Units Acquired by Board of Directors. In the event that a Unit shall be acquired by the Board of Directors or its designee, on behalf of all Unit Owners as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 5. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full the Board of Directors for all unpaid common charges theretofore assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 6. Notification of Conveyance. Within five (5) days after a sale, transfer or conveyance (by Land Contract, Mortgage, or otherwise), of any legal or equitable interest in a unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's or mortgagee's name and mailing address; and (d) name and address of the designee of such purchaser, if any; and (e) any other information as

may be required under the Condominium Documents or as may be reasonably requested by the Board.

Section 7. Smoking Prohibited. Smoking is prohibited everywhere on the property of Condominium including, but not limited to, in (i) the individual Units; (ii) indoor and outdoor exclusive use areas appurtenant to any unit or units, including any parking areas; and (iii) all other indoor and outdoor common areas and facilities. No unit owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, licensee, guest, friend, or family member, anywhere on the Condominium property. For purposes hereof, smoking shall include the inhaling, exhaling, breathing, carrying, or possessing of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco or marijuana, or other similar heated or lit product (e.g. e-cigarette) whether or not containing tobacco or marijuana.

(a) Notwithstanding the said prohibition against smoking, the Board of Directors, in its sole discretion, may designate (or remove from designation), from time to time, an outdoor area for smoking, provided the smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas, or individual units.

(b) While this restriction is intended to render the Condominium premises (except to the extent provided in the immediately preceding paragraph) smoke free, the Board of Directors is not a guarantor of a smoke-free environment hereunder. The Board of Directors shall have the right, but not the obligation, to enforce this restriction if the Board determines, in its sole discretion, that it is appropriate to do so in any individual case or circumstance. Should it decide to do so, the Board of Directors may act based on a reasonable assumption that smoking is occurring within a Unit from the reported observations of the complaining Unit Owner(s). If the Board of Directors determines to take any such action, then in addition to its other rights and remedies under the constituent documents of the Condominium, at law, and in equity, the Board of Directors shall be entitled to recover its costs and expenses, including all attorneys' fees and court costs, incurred in enforcing this restriction.

(c) If the Board of Directors determines, in its sole discretion and for any reason, not to pursue enforcement of this restriction in any individual case or circumstance, any unit owner may bring his or her own separate action to enforce this restriction against any other unit owner who violates (or whose unit occupant, agent, tenant, invitee, licensee, guest, friend, or family member violates) this provision. If a unit owner who brings such an action succeeds in establishing that the other unit owner has violated this restriction, the unit owner bringing such action shall be entitled to recover his or her costs and expenses, including reasonable attorneys' fees and court costs, incurred in such action from the other unit owner.

(d) No unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person shall be entitled to recover from the Board of Directors any attorneys' fees, court costs, or other costs or expenses incurred in any action brought by, or against, the Board of Directors under or pursuant to this restriction, including, without limitation, any action to enforce this restriction or any action for failure to enforce this restriction, regardless of whether or not any such unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person prevails in such action.

(e) Exception/Grandfathering. Any Unit owner that wishes to be grandfathered (meaning, the unit owner will retain the right to smoke within his or her unit only—not within the common areas or limited common areas), that Unit owner must self-identify to the Board of Directors at the time of adoption of this amendment to the By-Laws. The Unit owners who self-identify as smokers will be grandfathered in until they sell or otherwise transfer their Unit. However, a Grandfathered owner must, at their own expense, prevent smoke or other noxious odors from filtering into the common areas, limited common areas, or another owner's home.

ARTICLE XIII

CONFLICTS

The By-Laws are set forth to comply with the requirements of the Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Plat of the Articles, the following shall apply:

(a) The provisions of the Act control over the provisions of the Declaration, the Plat, the By-Laws and the Articles;

(b) The provisions of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;

(c) The provisions of the Plat control over the provisions of the By-Laws and the Articles;

(d) The provisions of the Articles control over the provisions of the By-Laws.

ARTICLE XIV

AMENDMENTS

These By-Laws may be amended by affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes.

ARTICLE XV

FISCAL YEAR

The fiscal year of the Association shall be the annual periods beginning January 1st and ending December 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XVI

CORPORATE SEAL

The Association shall not have a seal; and where a seal there shall be a notation thereon to the effect that the Association has no seal.

These Amended and Restated By-Laws were adopted by an affirmative vote of 67% of the Unit Owners on August 15, 2023