Bylaws
Hawks Ridge Condominiums, Inc. (Phase I)

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AMENDED AND RESTATED BYLAWS

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SECTION IV

AMENDED AND RESTATED BY-LAWS

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AMENDED AND RESTATED BY-LAWS

OF

HAWKS RIDGE CONDOMINIUMS, INC.

ARTICLE I

Name and Purpose

Pursuant to the Articles of Incorporation of Hawks Ridge Condominiums, Inc., and the Declaration for Hawks Ridge Condominiums recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (as amended, hereinafter the "Declaration"), the following are adopted as the By-Laws of Hawks Ridge Condominiums, Inc. (hereinafter sometimes referred to as the "Association"); which is a 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, administrators, 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 as the term "unit" is defined in Section 4 of the Declaration. 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 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 (1) membership and one (1) 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 Unit 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 interests with regard

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to a single unit must be voted by one person pursuant to the designation of that person contained in the Membership List. If a unit is sold under a land contract, the land contract vendee shall be entitled to cast the vote appurtenant to the unit. Notwithstanding the provisions of this section, if the Association has filed a statement of condominium lien against a unit and the amount necessary to release such lien has not been paid at the time of an Association meeting, the owners of such unit shall not be entitled to vote at such meeting.

c. Membership List. The Association shall maintain a current Membership List ("Membership List") showing the membership pertaining to each unit, the address (both physical and electronic) 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 vote pertaining to such unit. Only the person so designated shall be entitled to cast a vote in person, electronically (remotely, via electronic means) or by proxy. A 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. 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) of the new owner, identification of Unit, date of transfer, name of the person designated to vote, the mortgagee of the Unit, if any, 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 meetings shall consist of fifty percent (50%) of the votes in the Association. Votes may be cast in person, 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 ninety (90) 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, 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

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present in person, 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 Condominium Ownership Act of Wisconsin.

2.4 TIME, PLACE. NOTICE AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and the place (whether physical or virtual) 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 ninety (90) days prior to the date of the meeting. Meetings shall be held at such time and place (physical or virtual) as may be designated by the Board of Directors.

2.5 ANNUAL AND SPECIAL MEETINGS. The annual meeting shall be held on the last Monday in September of each year or on such other date as 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 no less than seventy- five percent (75%) of the votes in the Association.

2.6 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 Section 2.4 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.

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ARTICLE III

Board of Directors

3.1 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 Declaration, the Articles of Incorporation, and these By-Laws.

3.2 NUMBER AND QUALIFICATIONS OF DIRECTORS. The Board of Directors shall consist of three (3) to five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.3 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 the board position (and any officer position held) unless the Unit Owner brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during the term, the director shall thereupon cease to be a director and that place on the Board shall be deemed vacant.

3.3 ELECTION AND TERM OF DIRECTORS. Directors shall be elected to serve for a term of two (2) years. Directors' terms shall be staggered such that at least one-third (1/3) of the Directors' term expires in each year. Except in the event of death, resignation or removal, each Director shall hold office until his/her successor has been elected by the members.

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 annual meeting of the members that coincides with the end of that term.

3.5 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting,

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providing a quorum is in attendance; and a successor may then and there be elected to fill the vacancy thus created.

3.6 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 or a hybrid of the two), and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.7 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally, electronically, or by mail, which notice shall state the time, place (physical or virtual or a hybrid of the two) and purpose of the meeting.

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

3.9 QUORUM OF DIRECTORS/ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the majority of the directors present at a meeting at which quorum is present shall act as the Boord 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 for may be transacted.

3.10 FIDELITY BONDS. The Board of Directors shall require that officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds, or shall obtain adequate fidelity insurance coverage for the Association as set forth in the Declaration. The premiums on any such bonds/insurance shall be paid for by the Association.

3.11 INFORMAL ACTION. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be given by all of the Directors entitled to vote with respect to the subject matter.

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Such consent may be given via email or other electronic means, and such consent shall have the same force and effect as a unanimous vote. Informal actions taken under this section shall be recorded in the next Board meeting minutes.

ARTICLE 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 the 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 the President and Vice-President, or a combination of the offices of President and Secretary, may be held by the same person. Any officers' duties listed herein may be delegated to the property manager or management company at the discretion of the Board.

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 the 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 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 time 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 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

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all receipt and disbursements and financial records and books of account on behalf of the Association. The Treasurer 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 it on account of any action taken or admitted to be 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 or her 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 INDEMNIFICATION OF OFFICERS AND DIRECTORS. The corporation shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law ("Statute'), including any amendments thereto {but in the case of any such amendment, only to the extent such amendment permits or requires the corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a party because such Director or Officer is a Director of the corporation. The corporation may indemnify its employees arid authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in the Section 11.4 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Statute.

The Corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under the foregoing paragraph by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the corporation would be obligated to indemnify or advance Expenses to such Director or Officer under the foregoing

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paragraph, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

4.8 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

Operation of the Property

5.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for the 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 One Hundred and 00/100 Dollars ($100.00) or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association must contract for management services or a managing agent with respect to the administration and operation of the condominium.

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 elements and facilities by the unit owners and 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 designated 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. 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 fifty percent (50%) or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and 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.

5.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget

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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 in monthly installments. If not paid on or before the due date, the assessment shall bear late fees and interest as set forth in the Rules and Regulations. 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.

5.4 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 services, snow and lawn maintenance, insurance, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as driveway repair, paving, repair and renovation of the building common elements. 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, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the unit owners, or a combination of the two.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, 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 and unit it 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 therefore. 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 November 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

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7th of November and shall furnish copies of the budget on which such common assessments are based to each member.

If within fifteen (15) days after the membership if furnished with a budget, a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than seventy-five percent (75%) of the Association votes, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than seventy-five percent (75%) of the Association votes may revise the budget and assessments, 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 if a budget and assessments have not been established and made for any two (2) preceding years, then the budget and assessments may not be revised downward until two (2) years of experience exist.

5.5 COMMENCEMENT OF PAYMENT. Each unit in the condominium shall begin paying monthly payments of common expenses to the Association as of the date of the transfer of title to such unit. Such monthly payments of common expenses shall be in accordance with the proposed annual budget.

5.6 DEFAULT AND LIENS. All assessments, until paid, together with late fees and interest (as described the Rules and Regulations) 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 liens therefore and 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 therefore, as provided by law, and the lien 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 shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VI

Repair and Maintenance

6.1 INDIVIDUAL UNITS; LIMITED COMMON ELEMENTS. 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, pristine condition and repair and in a clean and sanitary condition. Each unit owner must perform

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properly or cause to be performed all maintenance and repair work to or within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners. Upon failure of the unit owner to maintain such Unit and its appurtenant Limited Common Elements to the extent described in the Declaration, the Association may accomplish necessary repairs and maintenance and assess the respective Unit owner for the costs and expenses thereof, after thirty (30) days written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within such thirty (30) day period.

Without in any way limiting the foregoing, each unit owner shall be responsible for the following:

- All painting, staining, repairing, replacement, restoration, maintenance, and decorating of unit interiors, windows, window frames, doors, door frames, deck boards, deck railings, and cement patios.

- Decorating and keeping the interior of the Unit in good repair.

- Maintenance and repair of lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, and water softeners.

Upon failure of the unit owner to do so, the Association may accomplish repairs and maintenance to the unit, as determined to be necessary by the Association, and assess the respective owner for the costs and expenses thereof, after thirty (30) day written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within such thirty (30) day period.

For purposes of uniformity of external appearance and quality the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, windows, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

6.2 COMMON ELEMENTS AND FACILITIES. The Association shall be responsible (or the management and control of the common elements and facilities and limited common elements, 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 therefore as provided herein with respect to limited common elements. The Association shall be responsible, at Association expense unless necessitated by the negligence or misuse of a unit owner, the tenant, guest or agent of a unit owner, in which case such expense shall be

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charged and specially assessed to such unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the common elements:

- All cleaning, painting, repair, restoration and general maintenance of the common property;
- All maintenance, repair and restoration of driveways and walkways;
- Snow and ice removal from driveways and walkways;
- Lawn care, landscaping, tree cutting, erosion control, and general care and maintenance of any plantings and shrubberies which may, from time to time, be located within the common elements;
- Necessary care and maintenance of utility services and line within the common elements, including master television and communication cables, lines or antennae, and utility connection to mains;
- All maintenance, repair, and replacements associated with deck infrastructure (support beams) and deck fascia;
- Stoops and all other items referred to as "flatwork" in the Association's reserve study; and
- All external light fixtures.

6.3 LIMITED COMMON ELEMENTS. The maintenance and repair of the limited common areas shall be a shared responsibility of the unit owners and Association as specified in the Declaration and in Sections 6.1 and 6.2 above.

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 specifically assess such requesting owner or owners.

ARTICLE VII

Duties and Obligations of Unit Owners

7.1 RULES AND REGULATIONS. The units and the common elements and facilities and limited common elements 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:

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a. Units. No unit owner, lessee or occupant shall occupy or use a unit, as that term is defined in Section 8 of the Declaration, or the common elements, or permit the same or any part thereof to be occupied or used, for any purpose other than residential purposes. No trade or business shall be conducted on the condominium property or from any unit except as specifically set forth in Section 7.1(l) below.

b. Occupancy. Individual units in Hawks Ridge Condominiums shall not be used or occupied by any person or persons for a period of less than three hundred sixty-five (365) consecutive days, except with prior written approval of the Association, and conditioned upon subsection (c) below. 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 or persons.

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

(1) Only 10% 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.

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(2) 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.

(3) 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 twelve (12) 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 the Declaration, the Articles, these Bylaws, 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 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. Any costs associated with Association-initiated eviction proceedings shall be assessed to the Unit Owner.

(4) 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 the 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

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

(5) 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.

d. Parking. Each unit in Hawks Ridge Condominiums, Inc. includes a two car attached garage as set forth in the Condominium Plat. At least one of the unit owner's vehicles must be parked in the garage. It is understood that the unit owner will keep his parking garage in a clean, neat, and orderly condition.

e. Animals. It is understood that there will not be any vicious or attack animals of any type, whether trained or not, allowed on the premises. Common house animals such as cats and dogs shall be allowed provided that such animal does not exceed a maximum weight of sixty (60) pounds and a maximum height of no more twenty-four (24) inches. Unless specifically authorized by the Association, in writing, each unit shall be allowed two (2) animals.

f. Animal Restrictions. An animal shall not be allowed at large within the Common Elements, and shall always be leashed and within the immediate control of a person when outside of any building. All droppings must be picked up and disposed of immediately by the person in control of an animal. Owners of animals shall take reasonable precautions and efforts to prevent their animals from being a nuisance or annoyance to other Unit Owners.

g. Antennas and Fences. Unit owners may not place fence of any kind within the common elements adjacent to a Unit except as approved in writing by the Association prior to the installation of same. The following rules applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

(1) Owners must notify the Board in advance of installing a satellite dish or antenna.

(2) No satellite dishes or antennas may be placed in the common area.

(3) In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

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(4) Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).

(5) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.

h. Obstructions. There shall be no obstruction of the common areas.

i. Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, 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 commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons.

j. Signs. No signs of any kind shall be displayed to the public view on or from any unit or the commons. However, signs that support or oppose a candidate or public office or referendum question may be displayed to public view from a unit as long as the sign is no more than 24 inches in size, is placed no more than 60 days prior to the imminent election or vote, and is removed within 7 days of the pertinent election or vote.

k. Noxious Activity. No noxious or offensive activity shall be carries on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

l. Home-based Business. Each of the Units shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein. A Unit occupant may operate an office out of his or her Unit, but only if he or she does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements or from outside of the Condominium; (b) conduct a retail business out of his Unit by which a sale is actually consummated in the Unit; (c) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (d) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased; (e) conduct any type of business

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which is prohibited by any federal, state, county or local law, ordinance or regulation; (f) conduct a business that will cause traffic or pedestrian congestion or parking scarcity within the Condominium; and (g) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner. This provision will apply only if the Unit also serves as the occupant's primary residence, and the Association must be informed of such intended use.

m. 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.

n. 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 contract, declarations, and easements set forth and referenced therein shall govern.

o. 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 as set forth in the rules and regulations. Such fines shall be uniformly levied, and 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 therefore.

p. Decks and Patios. Unit owners shall keep their patios and decks in a clean and neat state. Patios and decks are not to be used for storage including, but not limited to, motorcycles, toys, baby carriages, wagons.

q. Paper Boxes and Decorations. Unit owners shall not place newspaper boxes or decorations within the common areas or attach to any buildings.

r. Parking and Storage of Vehicles. No unit owner shall cause or permit the common areas to be used in such a way as to deny others the full use of these common areas. Accordingly, there shall be no obstruction of any common areas other than temporary parking of motor vehicles in the outdoor parking spaces. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere in the Condominium. Trailers, commercial vans, commercial trucks, campers, house trailers, boats, boat trailers, motorcycles, snowmobiles, shall not be stored, parked or placed outside. Light trucks with an A,B, or C plate are allowed to be parked in the driveway.

s. Mutual Quiet Enjoyment for Other Unit Owners. Each unit owner shall have the right to use their unit in accordance with these rules and

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regulations, applicable By-Laws and Declarations, free from unreasonable interference, with the peaceful possession and operation thereof. Conduct of each unit owner or their tenants therein should be free from immoral, improper, unreasonably annoying and/or offensive activity.

7.2 ASSOCIATION RULES. The Association, acting through the Board of Directors, may approve and distribute to unit owners and tenants additional rules and regulations, and amendments to such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 5.2 herein. All such rules and regulations shall be in writing and shall be distributed to the unit owners and tenants no less than thirty (30) days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, or repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 7.1 of these By-Laws may be amended only as provided in Article X;

ARTICLE VIII

General

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

8.2 ADDRESS. The mailing address of the Association shall be its principal office as stated on file with the Wisconsin Department of Financial Institutions.

8.3 The Corporation shall have no seal.

ARTICLE IX

Amendments

9.1 BY MEMBERS. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

ARTICLE X

Miscellaneous

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

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10.2 STATEMENT OF ASSESSMENTS. The Board of Directors or Treasurer or the Association, at the request of any mortgagee or any prospective purchaser or 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.

10.3 SUBORDINATION. These By-Laws are subordinate 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 of said Condominium.

10.4 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.

These Amended and Restated Bylaws were adopted by a 67% affirmative vote of the Unit Owners on September 29th, 2025.

[End of By-Laws]

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