BYLAWS OF RAYBERN CONDOMINIUM OWNER'S ASSOCIATION, U.A.

A Non-profit unincorporated Association

ARTICLE I - PLAN OF OWNERSHIP

SECTION 1 - OWNERSHIP - RAYBERN CONDOMINIUM located in the Village of Random Lake, Sheboygan County, Wisconsin, is submitted to the provisions of Chapter 703, Wisconsin Statutes of the Condominium Ownership Act of Wisconsin.

SECTION 2 - BYLAWS APPLICABILITY. The provisions of these Bylaws are applicable to RAYBERN CONDOMINIUM.

SECTION 3 - PERSONAL APPLICATION. All present or future owners, tenants, future tenants, or their employees or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these Bylaws and to the Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for the Project known as RAYBERN CONDOMINIUM, hereinafter referred to as the "Declaration", as recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin.

ARTICLE II - VOTING

SECTION 1 - VOTING. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the unit in the Declaration.

SECTION 2 - MAJORITY OF OWNERS. As used in these Bylaws, the term "majority of owners" shall mean those owners holding Fifty-One Percent (51%) of the votes in accordance with the percentage set forth in the Declaration.

SECTION 3 - QUORUM. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" as defined in the preceding paragraph of this article shall constitute a quorum.

SECTION 4 - PROXIES. Votes may be cast in person or by proxy as set forth in the Declaration.

ARTICLE III - ADMINISTRATION

SECTION 1 - ASSOCIATION RESPONSIBILITIES. The owners of the units will constitute the RAYBERN CONDOMINIUM OWNER'S ASSOCIATION, U.A., hereinafter referred to as the "Association" which Association will have the responsibility of administering RAYBERN CONDOMINIUM, approving the annual budget, establishing and collecting monthly assessments, and arranging for the maintenance of RAYBERN CONDOMINIUM. Except as otherwise provided in the Declaration and in these Bylaws, decisions and resolutions of the Association shall require approval by a majority as set

forth hereinabove in Article II and in the Declaration.

SECTION 2 - PLACE OF MEETINGS. Meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board of Directors.

SECTION 3 - ANNUAL MEETINGS. The first annual meeting of the Association shall be held on the date of execution of these Bylaws. Thereafter, annual meetings shall be held on the first Monday of July of each succeeding year. The owners may also transact such other business of the Association as may properly come before them.

SECTION 4 - SPECIAL MEETINGS. It shall be the duty of the President or any member of the Board of Directors to call a special meeting of the owners or such a special meeting may be called upon a petition signed by a majority of the owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all of the owners present, either in person or by proxy.

SECTION 5 - NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each owner of record, at least Ten (10), but not more than Twenty (20), days prior to such meeting. Meetings may be held with less notice than specified herein upon the waiver of notice by all members of the Association.

SECTION 6 - ADJOURNED MEETINGS. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy may adjourn the meeting to a time not less than Forty-Eight (48) hours from the time the original meeting was called.

SECTION 7 - ORDER OF BUSINESS. The order of business at all the Association meetings shall be as follows:

a. Roll call.
b. Proof of notice of meeting or waiver of notices
c. Reading of minutes of preceding meeting
d. Reports of officers
e. Report of committee
f. Election of inspectors of election
g. Election of directors
h. Unfinished business
i. New business

ARTICLE IV - BOARD OF DIRECTORS

SECTION 1 - NUMBER AND QUALIFICATIONS. The Associations' affairs shall

be governed by a Board of Directors of Three (3) persons, all of whom must be owners of units in RAYBERN CONDOMINIUM, except that the initial Board of Directors shall be comprised of Three (3) persons designated by the Declarant, SCHOLLER DEVELOPMENT, LLC.

SECTION 2 - INITIAL BOARD OF DIRECTORS. The initial Board of Directors shall serve for a period of Three (3) years or until Thirty (30) days after the conveyance of Seventy-Five Percent (75%) of the common element interest to purchasers, whichever period is shorter. For purposes of this Section, the common element interest includes the area, buildings and units reserved for phased construction. The period of Declarant control begins on the date that the first unit is conveyed by the Declarant to any person other than the Declarant. Prior to the conveyance of Twenty-Five Percent (25%) of the common element interest to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least Thirty-Three and One-Third Percent (33 1/3%) of the Board of Directors (one director). No later than Forty-Five (45) days after the expiration of Declarant control the Association shall hold a meeting and all unit owners shall elect the Board of Directors of at least Three (3) Directors. The Directors shall take office upon election. The term of One (1) Director shall be a period of One (1) year, the term of another Director shall be a period of Two (2) years and the term of the Third Director shall be for a period of Three (3) years. If the Declarant retains ownership of any of the units herein upon completion of all other units, such retention of ownership shall be considered to be a conveyance.

SECTION 3 - POWER AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the Condominium. The Board of Directors shall be unit owners as defined in the Declaration of Condominium.

SECTION 4 - OTHER DUTIES. In addition to duties imposed by these Bylaws or by resolutions of the Association or by the Declarations, the Board of Directors shall be responsible for the following:

a. Care, upkeep and surveillance of the project, common elements and facilities and the restricted common elements and facilities.

b. Collection of assessments from the unit owners

c. Designation and dismissal of the personnel necessary for maintenance and operation of the project, the common elements and facilities.

d. Collection of special assessments from the owners which are not part of the regular assessments.

e. File with the Department of Financial Institutions, at times necessary, designation of the registered agent of the Association and to complete any and all other necessary documents and notices as required by Wisconsin Law.

f. Maintain the roster of unit owners with their addresses and also a roster of mortgages of condominium property as may be required under the Declarations, these Bylaws, or the Wisconsin Condominium Ownership Act.

g. Designate those areas within the condominium common area where recreational and laundry areas may be maintained for the various units upon the condominium property.

h. Administer and interpret condominium documents, and the rules and regulations adopted pursuant to the Bylaws and Declaration of Condominium.

i. Obtain quotations for and purchase property and casualty insurance insuring the common elements of the condominium as set forth in the Declaration.

j. Prepare and distribute to each unit owner and annual budget prior to the annual meeting of the Association.

k. The Board of Directors may establish reserve accounts and assessments to fund reserve accounts as may be appropriate for capital repair, replacement or improvements.

SECTION 5 - ELECTION AND TERM OF OFFICE. The term of office of the designated Directors as set forth in Section 1 above shall be Three (3) years. The term of office of the Director elected after Twenty-Five Percent (25%) of the condominium common element is transferred shall be as set forth in Section 2 above. The Director shall hold office until their successors have been elected and hold their first annual meeting, or until such time as they are replaced pursuant to these Bylaws or resign.

SECTION 6 - VACANCIES. Vacancies in the Board of Directors caused for any reason shall be filled by a vote of the majority of the owners at a special meeting of the Association, and such Director shall serve the same term as the Director replaced, except that replacement of one of the original Board of Directors designated by the Declarant, SCHOLLER DEVELOPMENT, LLC, as provided herein shall be by designation of the Declarant of a new Director to fill such vacancy.

SECTION 7 - 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 owners, and a successor may then and there be elected to fill the vacancy thus created except that the original Board of Directors shall not be removed except by the Declarant, SCHOLLER DEVELOPMENT, LLC. Any Directors whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

SECTION 8 - ORGANIZATIONAL MEETING. The first meeting of the newly elected Board of Directors shall be held within Ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such directors were elected,

and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

SECTION 9 - REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least Three (3) days prior to the day named for such meeting, unless such notice of waiver is signed by all of the Directors.

SECTION 10 - SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the president in the same manner as regular meetings of the Board of Directors may be called. Further, special meetings may be called in the same manner by a majority of the Board of Directors.

SECTION 11 - WAIVER OF NOTICE. Before or at 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 deemed equivalent to the giving of such notice. Attendant by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 12 - BOARD OF DIRECTOR'S QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the members present may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 13 - FIDELITY BONDS. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association and assessed to the owners.

ARTICLE V - OFFICERS

SECTION 1 - DESIGNATION. The Association shall designate a member of the Board of Directors as President and shall also designate a member of the Board of Directors as Secretary-Treasurer. The term of said officers shall be the same as their term as a Director and the removal of said officer may be in the same manner as a Director would be removed as set forth hereinabove in Article IV, Section 7.

ARTICLE VI - OBLIGATIONS OF THE OWNERS

SECTION 1 - ASSESSMENTS. All owners are obligated to pay annual assessments imposed by the Association to meet all communal expenses, which may include a liability and property insurance as set forth in the Declarations. The assessments shall be made pro rata pursuant to the Declarations. Such assessments may include a general operating reserve and a reserve fund for projected expenses. Such assessments may also include special assessments as allowed by the Declaration and the Board of Directors shall direct the Treasurer of the Association to adapt any procedures not inconsistent with these Bylaws or the Declaration to facilitate the collection of the annual assessments as provided therein.

SECTION 2 - MAINTENANCE AND REPAIR.

a. Each unit owner shall promptly perform all maintenance and repairs to his unit or the unit's limited common elements, which, if omitted, would effect the condominium in its entirety, or in part. The unit owner not performing such maintenance and repair work which effects the project in its entirety or in part, shall be responsible for the damages that such failure to repair causes to the condominium property and/or its unit owners.

b. All repairs and maintenance of the internal installations of a unit such as water, light, gas, electric, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the unit owner's expense.

c. A unit owner is responsible for all maintenance, repair and replacement of limited common elements exclusively assigned for the use and benefit of the unit owner.

d. A unit owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element and facility damages through the fault of the unit owner as set forth in the Declaration.

e. Each unit owner has an affirmative duty to report conditions on the condominium property that are, or may, damage the common elements of the condominium, or reduce its value.

SECTION 3 - USE OF UNITS.

a. All units shall be utilized for residential purposes only whether occupied by the units owner(s) or by a tenant, provided, however, that the Declarant may use units as models during the time of Declarant control.

b. An individual unit owner shall not make structural modifications or alterations to his unit or the limited common elements, without following the notification

procedure set forth in the Declaration and receiving the specific approval of the Association for such modifications or alterations.

c. No commercial business enterprise shall be conducted on the premises other than incidental cottage-type businesses that require no storage of inventory, finished goods, customer shopping area, signs or other similar characteristics.

d. No buses, recreational vehicles, trailers, campers, boats, unlicenced or unrepairable automobiles, machinery, snowmobiles, debris, junk, or other similar material or items may be stored, kept or maintained on the condominium property, except as such material or items may be stored within the unit owner's garage.

SECTION 4 - USE OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

a. A unit owner shall not cause any items to be placed in the common elements of the condominium property except as may be necessary for normal transit though the common elements, and as set forth in these By-Laws and the Declaration.

b. A unit owner may maintain within the common elements immediately appurtenant to the unit owner's unit, lawn and outdoor furniture during the season appropriate for the use of said lawn and outdoor furniture. No storage of such furniture shall continue outside of the regular season.

c. Unit owners shall respect the rights of the other unit owners to privacy and freedom from undue noise and, therefore, shall limit family gatherings, cook-outs or family recreational activities to those areas within the common elements and/or during time periods designated by the Association.

SECTION 5 - RIGHT OF ENTRY. A unit owner shall permit representatives of the Association and other parties designated by the Association entry into the unit for purposes of maintaining the mechanical or electrical services, or performing any other act as authorized by these Bylaws or the Declaration of the Association.

SECTION 6 - RENTAL OF UNITS. Unit owners may lease the unit or units which they own under such terms as otherwise comply with these Bylaws and the Declaration, if such rentals are by written lease on a form approved by the Association and further provided that a unit may not be rented more than twice during any calendar year, whatever the length of the tenancy contemplated by the lease or actually occupied by the tenant.

SECTION 7 - RULES OF CONDUCT. The Association may adopt such rules of conduct as may be necessary for the purposes of maintaining the property of RAYBERN CONDOMINIUM and for the convenience of the owners of RAYBERN CONDOMINIUM, including but not limited to the rules relating to the limited common

elements of such condominium.

SECTION 8 - PETS. Unit owners shall not own, keep or board any pet outside of their unit. Unit owners may keep a pet, owned by the unit owner inside the unit, but such pet shall be limited to a dog not exceeding Fifty Pounds (50 lbs), a domestic cat, birds and/or fish. If a tenant occupies the unit, the tenant shall not be allowed any dog or cat as a pet while a tenant.

ARTICLE VII - AMENDMENT TO BYLAWS

SECTION 1 - BYLAWS. No amendment to these Bylaws shall take affect unless approved upon the affirmative vote of Seventy-Five Percent (75%) of the unit owners as defined herein and in the Declaration of Condominium.

ARTICLE VIII - COMPLIANCE

These Bylaws are set forth to comply with the requirements of Wisconsin Law and the Wisconsin Condominium Ownership Act. In the event any of these Bylaws conflict with the provisions of that statute, it is hereby agreed and accepted that the provisions of the statute or other applicable law will apply.

Dated this 18 day of July, 2022.

RAYBERN CONDOMINIUM
OWNER'S ASSOCIATION, U.A.

By: Gordon J. Veldboom, Jr.
Gordon J. Veldboom, Jr.

By: John Scholler
John Scholler

By: Theresa Scholler
Theresa Scholler