Bylaws
Creekside Crossing Condominium Association, Inc.

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CREEKSIDE CROSSING CONDOMINIUM ASSOCIATION, INC.

AMENDED AND RESTATED BYLAWS

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AMENDED AND RESTATED BYLAWS OF

CREEKSIDE CROSSING CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

1.01. Name; Purpose. The name of the corporation shall be Creekside Crossing Condominium Association, Inc. (the "Association"). The Association is incorporated as a nonstock corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.02. Address. The principal office of the Association shall be as stated on file with the Wisconsin Department of Financial Institutions. This address shall also be the mailing address of the Association.

1.03. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Creekside Crossing Condominium recorded in the office of the Kenosha County Register of Deeds (the "Declaration").

ARTICLE II

MEMBERSHIP

2.01. Membership. The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal Extension. No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing and email address for each Unit Owner to which

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notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing or email address. No Unit Owner may vote at meetings of the Association until the name and current mailing and email address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be. Unit Owners under a land contract must provide a copy of the land contract to the Board.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing and email addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Unit Owners holding twenty-five percent (25%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business. Presence "in person" at a meeting may be via video or digital means if the Association has access to such technology.

2.09. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting as described in Section 2.08 above, a majority of the votes cast shall decide any question brought before the Meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. Proxies may be filed via email or other electronic means. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11. Voting Designations of Multiple Unit Owners. If a Unit is owned by more than one person or is owned by an entity other than individuals, the person entitled to cast the vote for the

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Unit shall be designated by a certificate signed by all of the record owners of the Unit or a duly authorized officer of the owner and filed with the Secretary of the Association. Such certificates may be delivered via email or other electronic means to the Secretary and shall be valid until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. Cumulative voting is allowed with respect to electing the Board of Directors. If the owners of any Unit cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon.

ARTICLE III

MEETINGS OF MEMBERS

3.01. Place. All meetings of the Unit Owners shall be held at a place in Kenosha County, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. The regular annual meetings of the Unit Owners shall he held during the month of October of each year or at such other date set by the Board of Directors.

3.03. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice personally or electronically delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy, at such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

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

(a) Calling the meeting to order.

(b) Calling the roll of Unit Owners and certifying the proxies.

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

(d) Reading and disposal of any unapproved minutes.

(e) Reports of officers.

(f) Reports of committees (if appropriate).

(g) Election of directors (if appropriate).

(h) Unfinished business.

(i) New business.

(j) Adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws 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 using the notice method provided in Section 3.04 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 of the Association in order to be counted. Written ballots may be returned to the secretary via email or other electronic means. 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. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Number and Qualifications. The affairs of the Association shall be managed by a board of directors (the "Board of Directors') composed of five (5) directors elected by the Unit Owners. No more than one director at any given time may be a person who is not also a Unit Owner

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provided that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a 'Unit Owner" for purposes of this requirement only. 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 assessment account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on paying assessments, 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.

4.02. Term of Office. Each director shall take office at the annual meeting and shall serve for a term of two (2) years or until his or her successor shall be elected. Directors' terms shall be staggered such that at least 1/3 of the Directors are elected in each year.

4.03. Election of Directors. One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed or emailed to the secretary. Unit Owners most obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail or email. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration and cumulative voting is allowed. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws.

4.05. Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

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ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice personally or electronically delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall he deemed a waiver of such notice.

5.04. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. Presence "in person" at a Board meeting may be by phone conference or video conference—any means by which the directors can hear each other and communicate with one another. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

(a) Calling the meeting to order;

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

(c) Reading and disposal of any unapproved minutes;

(d) Reports of officers;

(e) Reports of committees (if appropriate);

(f) Election of officers (if appropriate);

(g) Unfinished business;

(h) New business; and

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(i) Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is provided by two-thirds (2/3) of the directors then in office. Such written consent may be provided by email or other electronic means.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

(a) Adopt budgets for revenues, expenditures, and reserves;

(b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;

(c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;

(d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

(h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

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(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law;

(q) Invest the funds of the Association in a financially prudent manner; and

(r) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01. Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All

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officers shall be Directors. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers. The officers shall be elected annually by the Board of Directors at its regular meeting.

7.03. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President*. The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President*. The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary*. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock

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Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer*. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Insurance. The Board of Directors shall purchase fidelity insurance as required by the Declaration . The premium of such bonds shall be paid by the Association.

ARTICLE VIII

BOOKS AND RECORDS

8.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

8.02. Audits. The accounts and records of the Association shall be audited by an audit committee selected by the Board of Directors at the discretion of the Board. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX

BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.02. Budget. The Board of Directors shall adopt an annual operating budget and present the same to the Unit Owners at the annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year and shall include adequate funding for the Association's reserve account each year, considering:

1. The reserve funds then in the reserve account;

2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;

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3. The estimated remaining useful life of the Common Elements; and

4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association or as otherwise directed by the Board and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.04. Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

9.05. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear late fees and interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. Any attorneys' fees and costs incurred by the Association in attempting to collect unpaid assessments shall be the responsibility of the delinquent Unit Owner, and shall be a part of the lien filed therefor. Any payments received on delinquent accounts are applied in the following order: first to attorney fees, then to costs, then to fines, then late fees, then interest and finally assessments. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, and/or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.06. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address/email address in the Association's membership list prior to the third Thursday in February.

9.07. Reserve Account. All funds collected to fund a reserve account or a statutory reserve account as described in Section 9.02 above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the

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purpose of repairing or replacing common elements, or such other purpose in the discretion of the Board of Directors.

ARTICLE X

USE

Each Unit shall he used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender and take such further action as set forth in the Rules and Regulations. The Rules and Regulations shall include a grievance procedure that may be invoked by the Unit Owners as well. The grievance procedure shall establish that a grievance committee will hear appeals of violations, and the decision of the grievance committee will be final and binding. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII

LIABILITY AND INDEMNITY

12.01. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or

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agent of another corporation or Foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceedings means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall he indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a) the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, orders settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

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(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification; (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.04. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.03 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

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12.05. Partial Indemnification.

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.07. Limited Liability of Directors and Officers.

(a) Except as provided in subsection 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b) .

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.08. Severability of Provisions. The provisions of this Article and the severable rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or

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otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09. Nonexclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnifications defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01. Seal. The Association shall not have a corporate seal.

13.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin

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Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

13.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be personally or electronically delivered or mailed pursuant to these Bylaws shall he deemed to have been given (a) in the case of personally or electronically delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV

AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

These Amended and Restated Bylaws were duly adopted by at least 67% of the Unit Owners on January 10, 2023.

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Rules and Regulations
Creekside Crossing Condominium Association, Inc.

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CREEKSIDE CROSSING CONDOMINIUM ASSOCIATION
AMENDED RULES AND REGULATIONS
Amended October 1, 2025

The following rules and regulations are adopted by the CREEKSIDE CROSSING CONDOMINIUM ASSOCIATION, INC. (the "Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner to create a pleasant living environment.

ARTICLE I

GENERAL

1.01. Applicability to All Residents. All Unit Owners, residents, and their guests must comply with all rules and regulations.

1.02. Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Creekside Crossing (the "Declaration").

1.03. Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 60 degrees Fahrenheit during the winter months.

ARTICLE II

APPEARANCE

2.01. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association. Notwithstanding the foregoing, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is less than 24 inches by 24 inches in size, is placed no more than 60 days before the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

2.02. Hanging of Garments and Window Coverings. The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

2.03. Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

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2.04. Satellite Dishes and Antennae. The following rules apply 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. Satellite dishes or antennas are allowed, provided they are only as large and as high as needed for clear signal reception.

2. All dish or antenna installations shall be located outdoors and entirely within the owner's limited common area, such as the rear deck or patio. Installations should be positioned at the rear of the unit unless an adequate quality signal cannot be obtained. For safety reasons, installations that partially or fully obstruct or interfere with the entry or exit of any unit are strictly prohibited, including installations on sidewalk areas.

3. Installation of Satellite Dishes/Antenna.

    a) All dishes/antenna must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions, and shall not damage or impair the common or limited areas.

    b) Dishes/antenna must be shielded from view from the outside community and from other units to the maximum extent possible. Decorative covers, (i.e., imitation rocks or patio furniture) and shrubbery may be acceptable shields as determined by the Association.

    c) All installations shall take aesthetic consideration into account.

    d) The installation shall not impair the integrity of the building. There shall be no penetration of the common areas or limited common areas unless it is necessary to receive acceptable quality signals. If penetration of exterior surfaces is necessary, then the penetration shall be sealed and waterproofed in accordance with acceptable building codes and industry standards.

4. Maintenance.

    a) Owners have 72 hours to remove or repair a dish/antenna if it becomes detached. The Association may remove a detached dish/antenna at the owner's expense after 72 hours, or at any time if the detachment threatens safety of person or property.

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b) Upon sale of the unit, dishes/antenna must be removed and the area restored to its original condition if the new buyer does not wish to continue use. In any event, once the new owner takes ownership of the unit, the owner assumes responsibility for the existing dish/antenna, and removal of the same and returning the common and limited common areas to pre-installation condition will be the unit owner's responsibility.

5. Masts.

a) Mast height may not be higher than absolutely necessary to receive acceptable quality signals. Mast extending above the lowest roof line, i.e., gutter line, and thus beyond the height of the owner's unit or limited common area, must be pre-approved, and must not be attached to, be in contact with, or extend into the common area without prior Board approval.

2.05. Burning. No person shall kindle, start, maintain or conduct outdoor burning or open fires, including but not limited to, the burning of trash, paper, cardboard, leaves or items that emit noxious or hazardous smoke as determined by the ACC, except a fire for outdoor cooking or recreation. The fire for cooking or recreation shall be in a grill, fireplace or other equipment specifically designed for outdoor recreational uses. Paper or cardboard may be used as a starting device but not as the primary component to burn.

2.06. Laundry. No laundry is to be hung on the balcony, patio, or in windows for any reason.

2.07. Limited Common Elements. All decks and patios which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for grills and/or patio and deck furniture.

2.08. Storm doors.

1. Storm door options are limited to the following.

a) Suppliers.

(1) Pella.

(2) Larson.

b) Door frame color choices.

(1) Poplar White – Pella.

(2) Almond – Larson.

c) Full view door.

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d) Glass must be clear.

2. The unit owner has the option of converting the storm door to a screen door for warm weather use if screen inserts are a standard part of the door.

2.09. Window Replacements.

1. An upgrade in the quality of the window will be approved provided the replacement windows are identical in appearance to the existing windows.

2. In the case of damage where identical replacement would be made, board approval is not required.

2.10. Bird Feeders.

Bird Feeders shall not be placed or mounted on any balconies, facades, or condominium structures. The bird seed, bird droppings, etc. contribute to waste and potential health and safety issues. For feeders placed in the common areas, upkeep and waste clean-up will be the responsibility of the Homeowner

2.11. Sump Pumps.

Replacement of sump pumps in units with sump pumps as part of the original design and construction are the Limited Responsibility of the Association. Homeowners are entitled to reimbursement of up to five hundred dollars ($500) for pump replacement. Routine maintenance will be the responsibility of the homeowner. Homeowners will notify the Association's property management company of non-emergency issues to allow the Association to secure a contractor. In an emergency the homeowners will secure services while trying to minimize costs. All bills will be submitted to the property management company for review and approval by the Board.

Costs associated with any modifications to the sump pump, associated piping, including a battery backup will be the responsibility of the homeowner.

ARTICLE III

USE RESTRICTIONS

3.01. Animals.

1. No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities, except for two small dogs and/or two cats, or one other domesticated household animal may be kept in units, subject to rules and regulations adopted by the Board of Directors, providing that they are not kept, bred, or

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maintained for any commercial purposes: and provided further that any such animal causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these regulations upon three days' written notice from the Board of Directors. The limitation on the number of dogs shall not apply to seeing eye dog or hearing dogs trained and utilized for the express purpose of assisting someone under handicap. No Rottweilers or pit bulls or wolf-hybrids are allowed. These Animal Rules and Regulations are subject to revision from time to time by the Board at its sole discretion.

2. Any owner or occupant of the condominium shall apply to the Association for a permit to keep such an animal. The permit issued by the Association, which shall be in the form of Exhibit A to these rules, shall be deemed a revocable license which may be revoked at any time following notice and a hearing before the Board, if in the reasonable judgment of the Board, such a licensed animal is or becomes offensive, a nuisance, or harmful in any way to the development occupants and/or residents.

3. All animals are to be leashed when outside the condominium unit.

4. Animals must not be permitted to run loose on the association property.

5. No animal shall be fenced or housed outside the condominium unit.

6. Animal owners shall be responsible for all damages caused by their animals to any common property including but not limited to shrubs, bushes, trees, and grass.

7. Animal owners are **RESPONSIBLE FOR IMMEDIATE** clean up after their animal.

These Animal Rules and Regulations are subject to revision from time to time by the Board at its sole discretion.

3.02. Damage to Common Elements. Damages to the Common Elements caused by a resident or visitors to a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.03. Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04. Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

3.05. Repairs and/or Services to Common Elements. To control costs and ensure the quality of work, repairs or services that are the responsibility of the Association

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should be completed by our approved, trusted contractors. Work contracted by homeowners that will be performed by a non-approved contractor requires submission of a proposal to the Board for approval prior to commencement of work. Homeowners will be responsible for paying 20% of the total cost if the work is not performed by a pre-approved contractor.

3.06. Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.07. Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

3.08. Salting. Unit Owners are hereby prohibited from using salt on the access walks or driveways of the Condominium and shall be liable for the costs of repairing all damage caused by using salt.

3.09. Landscaping. Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association. Unit Owners are hereby prohibited from watering the landscaping/yards in the months of July to September from 10:00am to 4:00pm.

ARTICLE IV

VEHICLE RESTRICTIONS

4.01. Obstructions. Driveways shall not be used for any purpose other than the ingress and egress to and from Units.

4.02. Parking. Unit Owners shall not be permitted to park their vehicles in any space other than their assigned spaces. Unit Owners shall not park, nor shall they permit their families or guests to park upon or to block access to the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Unit owners shall not leave their vehicles idling in any garages.

4.03. Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to semi-trailers, trailers, boats, campers, vans or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's garage. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Board, with prior written approval of the Board.

4.04. Bikes/Recreational Equipment. Unit Owners shall keep bikes and other recreational equipment in their Unit and not store them in the Common or Limited Common areas.

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4.05. Garage Door. The garage door to any Unit shall remain closed at all times except when in use for ingress or egress purposes.

ARTICLE V

AMENDMENTS

This document may be amended at any time by the Board of Directors of the Association.

ARTICLE VI

ASSESSMENT COLLECTION

1. The regular monthly assessments are due on the first day of each month.

2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

3. Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

4. All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

5. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

6. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed $50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.

7. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.

8. A late fee of $50.00 shall be assessed against a Unit owner for any

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payment not received by the Association by the eleventh (11th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.

9. The basic collection system of the Board shall be as follows:

   a. At 15 days past due, a board member or the property manager may call the delinquent owner.

   b. At 30 days past due, a past due notice may be sent.

   c. At 45 days past due, a second past due notice may be sent; and

   d. At 60 days past due, the matter may be referred to the attorney for collection.

10. An administrative fee of $100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

11. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account it current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager and their online access to their account balance will be suspended until their account is brought current.

ARTICLE VII

TRANSFER FEE

Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association a single payment equal to three times the regular monthly HOA fee currently in effect. Each transfer fee payment shall be deposited into the Associations Reserve Fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

1. When the transfer is to or from a trust where the sole beneficiary is the donor and owner;

2. When the transfer is solely between spouses and/or domestic partners;

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3. When the transfer is solely between a parent and his, her or their child; and

4. When the transfer is to or from the Association

ARTICLE VIII

FINES AND ENFORCEMENT; GRIEVANCE PROCEDURE

8.01 The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

a) **A WRITTEN WARNING <u>for a Unit Owner or resident's first violation</u>** of the Condominium Documents. In addition, a member of the Board or the Property Manager may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

b) **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a. The second violation does not need to be the same violation as the first violation for the $50 fine to be assessed.

c) ONE HUNDRED DOLLARS ($100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

d) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation** of the Condominium Documents, <u>when in the sole opinion of the Board of</u> <u>Directors</u> the violation meets one or more of the following criteria:

1. The violation is in direct defiance of a previous mandate from the Board of Directors.
2. The violation was malicious in its intent.
3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
4. The violation is of such nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*

8.02 Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

8.03 Attorney Fees

a) The Board may also assess a unit owner who has violated the Condominium

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Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

b) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. Association is a named defendant; the Association shall be entitled to collect from the unit owner.

This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

8.04 In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the Bylaws, or within the Rules as stated above, or by applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period, to either in lieu of or in addition to fining, the Association may remove or correct the violation, the cost of which, including reasonable attorney fees, shall be borne by the Unit Owner.

8.05 Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by the Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

8.06 GRIEVANCE COMMITTEE RULES AND PROCEDURES:

1. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

2. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.

3. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

4. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

5. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

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1. A letter shall be sent by certified mail, return receipt requested, informing all parties:

    a. Of the time, place and date of a hearing before the Grievance Committee.
    b. Of the right to counsel.
    c. That evidence shall be received and a record made whether the party complained against attends.

2. The hearing shall be divided into two (2) sections:

    a. The hearing.
    b. The determination and decision.

3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

6. If the alleged offender fails to appear, the complainant must prove his/her grievance, and no presumption shall be made against the alleged offender for non-appearance.

7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

6. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision, absent evidence that:

    1. The award was procured by corruption, fraud or undue means.

    2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them.

    3. The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been

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prejudiced;

4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

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