Bylaws
Parts House Lofts Condominium Association

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PARTS HOUSE LOFTS
CONDOMINIUM ASSOCIATION

AMENDED AND RESTATED BY-LAWS

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ARTICLE I - NAME AND PURPOSE

Pursuant to the Articles of Incorporation of PARTS HOUSE LOFTS CONDOMINIUM ASSOCIATION, LTD., and the Condominium Declaration for PARTS HOUSE LOFTS CONDOMINIUM, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter, as amended, the "Declaration"), the following are adopted as the Amended and Restated By-Laws of PARTS HOUSE LOFTS CONDOMINIUM ASSOCIATION, LTD. (hereinafter sometimes referred to as the "Association"), which is a non-stock corporation formed and organized to serve as an association of Unit owners who own real estate and improvements (hereinafter the "Property") under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration. All capitalized terms, unless defined herein, shall have the meanings assigned to them in the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II - MEMBERS, VOTING AND MEETINGS

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

a. **Defined**. Members of the Association shall be all owners of all Units in PARTS HOUSE LOFTS CONDOMINIUM. Every Unit owner upon acquiring title to a Unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his, her or its ownership of such Unit ceases for any reason, at which time his, her or its membership in the Association shall automatically cease.

b. **Membership and Voting**. One membership shall exist for each Unit. The votes for each Unit shall be as set forth in the Declaration. If title to a Unit is held by more than one person, the membership and vote related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interests with regard to a single Unit must be voted by one person or entity pursuant to the designation of that person contained in the Membership List. In the event of a dispute, the Association shall be entitled to rely upon the ownership of the Unit as set forth in the Register of Deeds' Office of Milwaukee County, Wisconsin, and the Association may require a member to prove ownership before counting such vote. Notwithstanding the provisions of this section, if the Association has filed a statement of condominium lien against a Unit and the amount necessary to release such lien has not been paid at the time of an Association meeting, the owners of such Unit shall not be entitled to vote at such meeting.

c. **Membership List**. The Association shall maintain a current membership list (the "Membership List") showing the membership pertaining to each Unit, the address (both physical and electronic) to which notice of meetings of the Association shall be sent, the mortgagee of the Unit, if any and if so requested by the Board, and the person or entity designated to cast the vote or votes pertaining to such Unit. Only the person or entity so designated shall be entitled to cast a vote or votes in person, electronically, or by proxy. A designation may be limited in time or may

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be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

d. **Transfer of Membership**. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of the Unit. Membership in the Association may not be transferred except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address (physical and electronic) of the new owner, identification of Unit, date of transfer, name of the person designated to vote, the mortgagee of the Unit, if any and if so requested by the Board, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide membership certificates to its members.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meetings shall consist of twenty percent (20%) of the votes in the Association. Votes may be cast in person, electronically (remotely, via electronic means). or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. Proxies may be filed with the Secretary via email or other electronic means. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person, electronically, or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

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

2.4 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS.

Written notice of all meetings stating the time and place (whether physical or virtual) and the purpose for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all Unit owners, to each member at his, her or its address as it appears on the Membership List of the Association and shall be mailed or personally or electronically delivered not less than ten (10) days nor more than ninety (90)days prior to the date of the meeting. Meetings shall be held at such time and place (physical and/or virtual) as may be designated by the Board of Directors.

2.5 ANNUAL AND SPECIAL MEETINGS. The annual meeting shall be held on or about the second Thursday in January of each year, or such other date set by the Board of Directors, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officer upon receipt of a

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written request signed by members with no less than fifty percent (50%) of the votes of the Association.

2.6 ACTION WITHOUT A MEETING BY WRITTEN BALLOT. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary or property manager of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary or property manager via email or other electronic means. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

ARTICLE III - BOARD OF DIRECTORS

3.1 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

3.2 NUMBER, TERM AND QUALIFICATION OF DIRECTORS. After control of the Association passes to the Unit owners pursuant to the terms of the Declaration, the Board of Directors shall consist of seven (7) persons. Each director shall be elected to hold office for a term of two (2) years or until his or her successor is duly elected and qualified or until the director shall have been removed in the manner herein provided. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association. If a Unit or Units has shared ownership interest, the owners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on any payment to the Association, the director is required to resign from the board position (and any officer position held) unless the Unit Owner brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during the term, the director shall thereupon cease to be a director and that place on the Board shall be deemed vacant.

3.3 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the

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majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the end of that director's term.

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

3.5 ANNUAL MEETING AND NOTICE. An annual meeting of the Board of Directors shall be held immediately after, and at the same place (physical/virtual) as, the annual meeting of the members, for the purpose of electing officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.6 REGULAR MEETINGS AND NOTICE. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution. All meetings of the Board of Directors, both regular and special, may be held in person, or via telephone or video/digital conference.

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

3.8 WAIVER OF NOTICE. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him or her of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.9 QUORUM OF DIRECTORS -ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Presence at a Board meeting may be in person, or via telephone or video/digital conference. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 FIDELITY INSURANCE. The Board of Directors shall obtain fidelity insurance that covers all officers and/or employees of the Association handling or responsible for Association funds as set forth in the Declaration. The premiums on any such insurance shall be paid for by the Association.

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

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

ARTICLE IV - OFFICERS

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Vice-President, or a combination of the offices of President and Secretary, may be held by the same person. Any of the officers' duties may be delegated to a property manager or management company at the discretion of the Board.

4.2 PRESIDENT. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.

4.3 VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

4.4 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List and the issuance of membership certificates for the Association.

4.5 TREASURER. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

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4.6 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss of damage suffered by it on account of any action taken or omitted to be taken by him or her as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he or she had reasonable grounds to believe to be true. The Association shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law, including any amendments thereto (but in the case of any such amendment only to the extent such amendment permits or requires the Association to provide broader indemnification rights than prior to the amendment), indemnify its directors and officers. The foregoing shall not be exclusive of other rights and defenses to which such person may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 COMPENSATION. No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V - OPERATION OF THE PROPERTY

5.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for the administration, maintenance, management and operation of the condominium property, in accordance with the Wisconsin Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association. The Association may contract for management services or a managing agent with respect to the administration and operation of PARTS HOUSE LOFI'S CONDOMINIUM.

5.2 RULES AND REGULATIONS. The Association, through the Board of Directors, may from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements by the Unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

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5.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the Units and allocated among the members of the Association as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable in monthly installments payable on the first day of each month. If not paid on or before ten (10) days after the due date, a late charge shall be applied and interest shall accrue on the unpaid balance in the amounts set forth in the Rules and Regulations, until paid in full. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

5.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and one of which shall be designated the "Statutory reserve fund". The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of maintenance and repair of the Common Elements, management services, water and sewer charges, insurance, administration, materials and supplies. The statutory reserve fund shall be used for normal repair or maintenance, customary services, or other operational costs in excess of amounts budgeted and any contingency funds available for these purposes. Funds from the statutory reserve account used under this paragraph must be replaced within 3 years from the date of withdrawal. Replacement of any used 'reserve funds' will be included in the annual operating budget. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the Unit owners.

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

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

5.5 DEFAULT AND LIENS. All assessments, until paid, together with late fees and interest as set forth in the Rules and Regulations and actual costs of collections, including actual attorneys' fees, constitute a lien on the Units on which they are assessed and on the undivided interest in the

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Common Elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file liens therefore and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies and/or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of collection and late fees and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer or agent of the Association. The owners of a Unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VI - DUTIES AND OBLIGATIONS OF UNIT OWNERS

6.1 RULES AND REGULATIONS. The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following:

a. **Use**. No Unit owner shall occupy or use his, her or its Unit or the Limited Common elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests, or for office uses in combination with such residential use. The owner of a Unit may use one or more rooms of a Unit for office uses so long as the owner continues to use the Unit as a private residence.

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

c. **Lease Restrictions**. All Units are subject to the following leasing restrictions:

(i) Only twenty (20) Units shall be allowed to lease at any given time (the "Leasing Limit"). An Owner of a Unit must occupy the Unit for at least two (2) years before the Unit is eligible for leasing, and if not leased as allowed in this section, the Unit must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the Unit Owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the Unit. If the person(s) occupying the Unit are not the Unit Owner and/or the Unit Owner's immediate family as defined above, the Unit is considered to be leased and the leasing rules herein and in the Rules and Regulations apply. An exception to the

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Leasing Limit and Owner Occupancy Requirement is granted to the Units being rented at the time of adoption of these Amended and Restated Bylaws (the "Grandfathered Units"). When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred following the adoption of these Amended and Restated Bylaws, upon such sale, conveyance, or transfer, that Unit will no longer be "grandfathered," and will be subject to the Leasing Limits and Owner Occupancy Requirement. Further, once a Unit is no longer grandfathered, it will not be eligible again for leasing until a place becomes available within the Leasing Limit. **In no event will the Leasing Limit or the Owner Occupancy Requirement apply to Mortgagees of the Unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure**. The Board of Directors will have discretion as to the administration of the Leasing Limit, and may pass Rules and Regulations to assist with the administration and enforcement of the leasing rules contained in this Declaration, the Bylaws, and the Rules and Regulations.

(ii) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of these sections and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a Unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

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

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

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

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

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

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

(v) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the Unit Owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited. Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

d. **Parking, Vehicle Maintenance and Obstructions**. No overnight outdoor parking of trucks, trailers, boats, campers or recreational vehicles shall be allowed at any time except with the approval of the Association. No parking of non-operating automobiles w other vehicles will be permitted outside of the parking garage. Overhead garage doors shall be maintained in a closed state except as necessary to permit ingress and egress. No person shall occupy, park or otherwise use a vehicle so as to block access. No vehicle maintenance or lubrication shall be permitted anywhere in PARTS HOUSE LOFTS CONDOMINIUM, except washing of cars in driveways or maintenance performed within a garage. No playground equipment, bicycle racks or other obstructions may be placed on the Common Element areas except as the Association permits by rule or regulation.

e. **Animals and Poultry**. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in any of the Common Elements, except that dogs and/or domesticated cats may be kept as household animals by Unit owners and except for small fish kept in a fish bowl or aquarium within a Unit, provided any such animals are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations which may be adopted by the Association regarding same. In the event that any Unit owner has an aquarium exceeding twenty (20) gallons, such Unit owner shall supply the Association with proof of insurance against any damage caused by the leaking of such aquarium. A animal shall not be allowed at large within the Common Element areas and all household animals shall always be leashed and within the

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immediate control of a person at all times when outside of any building. All Unit owners shall prevent any animals from entering any Unit other than the Unit owned by such Unit owner. All droppings must be picked up and disposed of by the person in control of a animal immediately. Owners of animals shall take reasonable precautions and efforts to prevent their animals from being a nuisance or annoyance to other Unit owners or occupants.

f. **Obstructions**. No person shall cause or permit the Common Element areas to be used as to deny any Unit owner or occupant the full use of the Common Element areas.

g. **Increase of Insurance Rates**. Nothing shall be done or kept in any Unit or in any of the Common Elements which will increase the rate of insurance on the Common Elements, without the prior consent of the Association. No Unit owner shall permit anything to be done or kept in his, her or its Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of any of the Common Elements, or which would be in violation of any law or ordinance. No waste will be committed in the Common Elements.

h. **Signs**. No sign of any kind shall be displayed to the public view on or from any Unit, excepting:

(i) reasonable signs in the window of a Unit showing the Unit ‘‘for sale” not larger than two (2) feet wide by two (2) feet in height without the prior written consent of the Association; and

(ii) 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 no more two feet by two feet in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

i. **Noxious and Illegal Activity**. No noxious, offensive or illegal activity shall be carried on in any Units or in the Common Element areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

j. **Hanging of Items**. The hanging of garments, rugs or other items from patios, doors, windows, balconies and other facades of the Residential Units is prohibited, except for reasonable holiday decorations.

k. **Alteration, Construction or Removal**. Nothing shall be altered or constructed in or removed from the Common Elements,’ except upon the written consent of the Association.

l. **Installation of Items and Storage**. No awnings, canopies, shutters, enclosures, windows or doors, fixed grills or any other exterior equipment or fixtures of any kind shall be installed unless first approved by the Association. With respect to satellite dishes and antenna, refer to the Rules and Regulations. All grills must be covered. Common Elements and Limited Common Elements, including patios and balconies, shall not be used for storage of any kind, including but not limited to, the storage of trailers, campers, camping trucks, boats or other marine craft, motorcycles, mopeds, snowmobiles, and motorized vehicles, baby carriages, bicycles or wagons unless specifically designed as storage areas.

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m. **Waste**. Unit owners shall keep their Units and Limited Common Elements appurtenant thereto clean, and litter free. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. The Association reserves the right to require uniform waste receptacles throughout PARTS HOUSE LOFTS CONDOMINIUM. Such right shall be exercised by written notice to the Unit owners who shall then be responsible for obtaining such uniform receptacles at the individual Unit owners expense. Each Unit owner shall comply with present and future federal, state and local laws, ordinances, regulations and orders regarding collection, sorting, separating and recycling of waste products. Each Unit owner shall hold harmless and indemnify the Association and each other Unit owner for the indemnifying Unit owner's failure to observe this section.

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

o. **Enforcement**. The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than $50 per violation to be charged and assessed by the Association in accordance with the Rules and Regulations and uniformly against the owners of Units who violate or whose guests or Unit occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.

6.2 ASSOCIATION RULES. The Association, acting through the Board of Directors, may approve and distribute to the Unit owners additional rules and regulations, and amendments to such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 5.2 herein. All such rules and regulations shall be in writing and shall be distributed to the Unit owners no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, or repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 6.1 of these By-Laws may be amended only as provided in Article VIII.

ARTICLE VII - GENERAL

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

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

7.3 SEAL. The Corporation shall have no seal.

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ARTICLE VIII - AMENDMENTS

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

ARTICLE IX - MISCELLANEOUS

9.1 RECORD OF OWNERSHIP. Every Unit owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him, her or it of such Unit or other evidence of his, her or its title thereto, and shall file any lease with and present such other evidence of his, her or its title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

9.2 MORTGAGES. Any Unit owner who mortgages his, her or its Unit or any interest therein shall notify the Board of Directors, promptly upon such request, of the name and address of his, her or its mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

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

9.4 INDEMNIFICATION OF OFFICERS AND DIRECTORS. The Corporation shall, to the fullest extent permitted or required by Sections 181.0871 to 181.0889, inclusive, of the Wisconsin Nonstock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in this Section 9.4 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Statute.

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

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9.5 SUBORDINATION. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as in the Declaration or said Condominium Ownership Act.

9.6 INTERPRETATION. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit owners.

9.7 NUMBER AND GENDER. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

These Amended and Restated Bylaws were adopted by the affirmative vote of 67% of the Unit Owners on November 20, 2024.

-End of By-Laws-

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