SPRING MEADOWS CONDOMINIUM ASSOCIATION, INC.
AMENDED AND RESTATED BYLAWS

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AMENDED AND RESTATED BYLAWS OF SPRING MEADOWS CONDOMINIUM

ARTICLE I.

Plan of Unit Ownership

Section 1. Condominium Unit Ownership. Certain property located in the City of Kenosha, Kenosha County, State of Wisconsin ("Property"), known as Spring Meadows Condominium, has been submitted to the provisions of the Wisconsin Condominium Ownership Act ("Act") by a Declaration of Condominium ("Declaration") recorded in the office of the Register of Deeds for Kenosha County, Wisconsin.

Section 2. Adoption of Bylaws and Applicability of Definitions. These Bylaws are adopted as the Bylaws of Spring Meadows Condominium Association, Inc. ("Association"), a Wisconsin corporation organized under the Wisconsin nonstock Corporation Law to serve as an association of unit owners under the Act. The provisions of these Bylaws apply to the Property and to the use and occupancy of the Property. The terms used in these Bylaws shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in section 703.02 of the Act.

Section 3. Office and Mailing Address. The office and mailing address of the Association and of the Board of Directors of the Association ("Board of Directors") shall be as stated and listed on file with the Wisconsin Department of Financial Institutions.

ARTICLE II.

Board of Directors

Section 1. Number and Qualification. The Board of Directors shall be composed of five persons, each of whom shall be owners of units, fiduciary owners, members, or employees of partnership owners, or officers, stockholders, or employees of corporate owners, and one of whom may be the spouse or domestic partner of a unit owner. Notwithstanding the foregoing, in no event may spouses/domestic partners serve on the Board of Directors simultaneously..

Section 2. Powers and Duties. The affairs of the Association and of the Property shall be governed by the Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except those powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the unit owners or have been specifically reserved by or to the unit owners. The Board of Directors shall have full power and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Act, the Declaration, these Bylaws, and the rules and regulations.

Section 3. Managing Agent and Manager. The Board of Directors may employ for the Property a managing agent at a compensation established by the Board of Directors to perform the duties and services as the Board of Directors shall authorize.

Section 4. Election and Term of Office. The members of the Board of Directors elected by the unit owners shall hold office for a term of two years and until their respective successor shall have been elected by the unit owners. The directors' terms shall be staggered such that at least 2 Directors are elected each year.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors previously elected by the unit owners may be removed with or without cause by a majority of the authorized votes of all unit owners, and a successor may be elected to fill the vacancy created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason, other than the removal of a member by a vote of the unit owners; shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of the vacancy even though the members present at the meeting may be 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 member so removed and until a successor is elected at the next annual meeting of the unit owners.

Section 7. Organizational Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the unit owners shall be held within ten days after the annual meeting, at a time and place fixed by the new Board of Directors, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute the meeting, providing a majority of the whole Board of Directors shall be present at the meeting. The purpose of this meeting will be to elect the Officer positions.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at the time and place as determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail or email, at least 48 hours prior to the time of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on 48 hours' notice to each member of the Board of Directors, given by mail or email, and the notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one member of the Board of Directors.

Section 10. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and the waiver shall be deemed equivalent to the giving of the notice. Attendance by a member of the Board of Directors at any meeting of the Board shall be a waiver of notice of the time and place of the meeting. If all members

of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at the meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute a decision of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than quorum present, a majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Fidelity Insurance. The Board of Directors shall obtain fidelity insurance for all officers and employees of the Association, including property managers/agents, handling or responsible for funds. The coverage shall be in amounts not less than one and one-half times the anticipated annual common expenses and reserves for the Property, as reflected on the budget adopted by the Board of Directors. The premiums on the insurance policy shall constitute a common expense.

Section 13. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as a Director.

Section 14. Liability of the Board of Directors. The members of the Board of Directors and Board-appointed committee members shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration, these Bylaws, or the Rules and Regulations, negligence or otherwise, except for their own individual, willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors and Board-appointed committee members against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contracts made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to an equal proportionate share of the total liability. At the option of the Board of Directors, Directors' liability insurance may be obtained and shall be paid for as a common expense.

Section 15. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. Written consent given by email shall be sufficient. The consent shall have the same force and effect as a unanimous vote. If any Directors dissent, the Board of Directors may call a Special Meeting to be held via telephone or video conference to discuss and vote on the matter.

ARTICLE III.

Unit Owners

Section 1. Annual Meeting.

A. The annual meetings of the unit owners shall be held in June at a date and time selected in the discretion of the Board. At such meetings, the Board of Directors shall be elected by ballot of the unit owners and/or the proxy in accordance with the requirements of Section 4 of Article II of these Bylaws. The unit owners may transact other business at the meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the unit owners shall be held at the principal office of the Association or at any other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners having 25 percent of the total authorized votes of all unit owners. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail or email to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special meeting of the unit owners, at least 10 but not more than 20 days prior to the meeting, stating the purpose of the meeting as well as the time and place where it is to be held.

Section 5. Adjournment of Meetings. Any meeting of unit owners at which a quorum has not attended may be adjourned at the option of the unit owners by vote of a majority of the authorized votes of the unit owners who are present, either in person or by proxy, at the meeting.

Section 6. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons as marital property, as survivorship marital property, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 7. Voting. The owner or owners of each unit, or some person designated by the owner or owners to act as proxy and who need not be an owner, shall be entitled to cast the vote belonging to the unit at all meetings of unit owners. The designation of any proxy shall be made in writing to the property manager, and shall be revocable at any time by written notice to the property manager by the owner or owners so designating. Any proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee or lessee of a unit. Each unit owner (including the Board of Directors, if the Board of Directors or its designee shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners the vote belonging to each unit owned. Where ownership is in the name of two or more persons, the unit owner(s) must designate in advance of the meeting in writing to the property manager which owner will cast the vote on behalf of that unit. Notwithstanding the provisions of this section, if the Association has

recorded a statement of condominium lien on a unit and the amount necessary to release the Lien has not been paid at the time of the meeting, such unit owner may not vote at the meeting.

Section 8. Majority of Unit Owners. As used in these Bylaws, the term "majority of unit owners" shall mean those unit owners having more than 50 percent of the authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 7 of this Article III.

Section 9. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of unit owners having 25 percent of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 10. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these Bylaws.

Section 11. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting of unit owners by execution of a consent in writing setting forth the action taken signed by all unit owners entitled to vote. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect as a unanimous vote.

Section 12. Membership.

A. All unit owners shall be members of the Association. This is not intended to include persons who hold an interest in the unit merely as security for the performance of an obligation. Membership shall belong to and may not be separated from ownership of any unit. Each unit owner shall furnish the Association with the owner's name, current mailing address, current phone number, an emergency contact (name, current mailing address, current phone number, and current email address, if available) and the unit owners' current email address, if one is used.

B. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Kenosha County of a deed or other instrument establishing a change of record title to a unit. A copy of the instrument shall be delivered to the Association by the transferee. Electronic delivery of the executed instrument to the Association is acceptable. The transferee designated by the instrument shall then become a member of the Association, and the membership of the prior owner shall then be terminated. Until the delivery, the transferee shall not be entitled to vote and, a member of the Association and shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names, current mailing addresses, current phone numbers, and current email addresses (if available) of every unit owner to whom notice of meetings of the Association must be sent.

Section 13. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the

Articles of Incorporation, or these By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article III, Section 4 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the 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 property manager via email. Once received by the property manager of the Association, a written ballot may not be revoked.

ARTICLE IV.

Officers

Section 1. Designation, Election and Removal. The principal officers of the Association shall be the President, the Vice President (optional), the Secretary and the Treasurer, all of whom shall be elected annually by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be necessary, and the Board of Directors may delegate any officer duties to the property manager. Any two or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President. Any officer may with or without cause, be removed by the Board of Directors, and a successor selected, by majority vote of the members of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting called for that purpose.

Section 2. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the unit owners and of the Board of Directors. The President shall have all of the general powers and duties of the President of a stock corporation organized under the Wisconsin Business Corporation Law, including, but not limited to, the power to appoint unit owners to any committee which is established under these Bylaws.

Section 3. Vice President (optional). If the Board of Directors decides to elect a Vice President, the Vice President shall take the place of and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the president on an interim basis. The Vice President shall also perform such other duties as shall from time to time be requested by the Board of Directors or by the President.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors, have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties of Secretary of a stock corporation

organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at the meetings of the Association.

Section 5. Treasurer. The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors and shall, in general, perform all the duties of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 6. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by any two officers or by such other person or persons as may be designated by the Board of Directors.

Section 7. Compensation of Officers. No officer shall receive any compensation from the Association for acting as an officer.

ARTICLE V.

Operation of the Property

Section 1. Determination of Common Expenses. The Board of Directors shall, at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess the common expenses against the unit owners according to their respective, undivided percentage interests in the common elements as described in the Declaration. "Common expenses" may also be referred to as "assessments" or "dues," and the terms may be used interchangeably. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable at such time or times as the Board of Directors shall determine. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year, sewer service, and water consumed or used in or in connection with the Property.

The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by the unit owner, and shall furnish copies to all unit owners by each budget on which the common expenses are based.

Section 2. Insurance. The Board of Directors shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all of the units and the fixtures, but not including furniture, furnishings, or other personal property of the unit owners), together with all heating and air conditioning equipment and other service machinery contained in the units, and all limited common elements. The insurance shall cover the Property and shall name as insureds the Association, and all unit owners and their mortgagees, as their interest may appear, in an amount equal to not less than the replacement value of the buildings, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided in these Bylaws as trustee for all unit owners and their mortgagees as their interest may appear. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net insurance proceeds shall be payable to the Association.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that the policies may not be cancelled or substantially modified without at least 10 days' prior written notice to all of the insureds. Prior to obtaining any policy of fire insurance or any renewal of the policy, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amounts of fire insurance to be purchased.

The Board of Directors shall also obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, Board-appointed committee members, and each unit owner and appropriate fidelity coverage for any person handling Association funds. The public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review the insurance limits once each year. The Association shall obtain and maintain worker's compensation insurance that covers the Board of Directors, Board-appointed committee members, employees, independent contractors, agents, and volunteers, to the extent necessary to comply with any applicable laws.

Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, and that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any additional insurance. The insurance obtained by the Association will not cover the contents of units or public liability claims arising out of occurrences happening within the boundaries of the units.

In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board's decision on the allocation of the deductible shall

be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

Section 3. Repair and Reconstruction after Damage.

A. In the event of any damage to or destruction of the Property where the insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged units, and any kitchen or bathroom fixtures, but not including furniture, furnishings, or personal property of unit owners in the units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in the repair and reconstruction in appropriate progress payments. Any cost of repair and reconstruction in excess of the insurance proceeds shall be a common expense, and the Board of Directors may assess all the unit owners for the deficit as part of the common expenses.

By acceptance of the deed to a unit, each unit owner shall be deemed to have consented to this authorization and direction for repair and reconstruction. The authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Article III, Section 11 of these Bylaws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Act.

B. In the event the Property is destroyed or damaged and insurance proceeds, if any, are insufficient to complete repair or reconstruction, the Association by vote of a majority of unit owners shall determine within 90 days after the damage or destruction whether to proceed with repair, reconstruction or sale. If the Association determines to repair or reconstruct, the Board of Directors shall arrange for the repair or reconstruction in accordance with the preceding paragraph of this section. If the Association, within 90 days after such damage or destruction fails to make a determination to repair, reconstruct or sell, the Property shall be deemed to be owned in common by the unit owners in the same percentages as previously owned by each unit owner in the common elements and be subject to an action for partition at the suit of any unit owner. In the event of a partition action, the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their relative square footage of their units, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

Section 4. Payment of Common Expenses. All unit owners shall pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article, at such time or times as the Board of Directors shall determine. A late charge and interest may be imposed by the Board of Directors against a unit owner if any balance in common expense remains unpaid as stated in the Rules and Regulations.

No unit owner shall be liable for the payment of any part of the common expenses assessed against the unit after a sale, transfer or other conveyance of the unit by the owner (made in accordance with the provisions of Section 1, Article VII of these Bylaws). A purchaser of a unit shall be liable for the payment of common expenses assessed against the unit before the acquisition by the purchaser of the unit, except that if the Association or Board of Directors furnishes a statement pursuant to the Act, the liability shall be limited to the amount set forth in the statement.

Each unit owner shall be obligated to pay common expenses under these Bylaws, notwithstanding the fact that the unit owner may have a pending dispute with the Association or the Board of Directors on any matter.

Section 5. Collection of Assessments. The Board of Directors shall assess common expenses against the unit owners from time to time at least annually and shall take prompt action to collect from a unit owner any assessment due which remains unpaid by the unit owner as more fully stated in the Rules and Regulations.

Section 6. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, the unit owner shall be obligated to pay interest as stated in the Rules and Regulations on the common expenses from the due date, together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding brought to collect the unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover the common expenses, together with interest, and the expenses of the proceedings, including attorneys' fees, in an action brought against the unit owner, or by foreclosure of the lien on the unit granted by the Act.

Section 7. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay the assessments that continue to accrue during the pendency of the foreclosure action, which assessments shall be included in the lien against the unit. The Board of Directors, acting on behalf of all unit owners, shall have the power to purchase the unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes belonging to, convey, or otherwise deal with the unit after purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the amount due.

Section 8. Statement of Common Expenses. The Board of Directors shall promptly provide any unit owner who makes a request in writing with a written statement of the unit owner's unpaid common expenses.

Section 9. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the unit in which the violation or breach exists and to abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist in the unit contrary to the intent and meaning of the provisions of this Section. The Board of Directors shall not be deemed guilty in any manner of trespass in so acting; or (b) to fine the unit

owner for such violations as more fully stated in the Rules and Regulations; or (c) to enjoin, abate or remedy the thing or condition by appropriate legal proceedings.

Section 10. Maintenance and Repair.

A. All maintenance of and repairs to any unit (including replacement of window panes and glass doors, as well as the garage doors, storm doors, and screen doors, if any), structural or nonstructural, ordinary or extraordinary, shall be made by the owner of the unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common elements resulting from the unit owner's negligence, misuse, or misconduct. No unit owner may make any exterior change without advance written approval of the Board of Directors. Unit owners must obtain any and all City permits that may be required prior to work being performed. In the event a unit owner makes an exterior change, the unit owner shall be responsible for the maintenance, repair, and replacement of the same and must record a maintenance agreement as more fully stated in the Rules and Regulations.

B. All maintenance, repairs and replacements to the common and limited common elements (unless necessitated by the negligence, misuse, or misconduct of a unit owner, in which case the expense shall be charged to the unit owner) shall be made by the Board of Directors and be charged to all the unit owners as a common expense.

Section 11. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to limitations as set forth in the Rules and Regulations. Such Rules and Regulations, not inconsistent with the Declaration and these Bylaws, may be adopted and amended by the Board of Directors.

Section 12. Additions, Alterations, or Improvements by Board of Directors. Whenever, in the judgment of the Board of Directors, the common and limited common elements require additions, alterations, or improvements costing in excess of $50,000 and the making of the additions, alterations, or improvements has been approved by a majority of unit owners, the Board of Directors shall proceed with the additions, alterations, or improvements and shall assess all unit owners for the cost as a common expense. Any additions, alterations, or improvements costing $50,000 or less may be made by the Board of Directors without approval of the unit owners, and the cost shall constitute a common expense.

Section 13. Structural Additions, Alterations, or Improvements by Unit Owners. A unit owner may make additions, improvements, or alterations within the unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of the building containing the unit or of any portion of the Property. The Board of Directors shall not be liable to any contractor, subcontractor, or materialman, or to any person sustaining personal injury or property damage, for any claim arising in connection with the additions, alterations, or improvements.

Section 14. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common elements may be made and amended by the Board of Directors.

Copies of the rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 15. Water and Sewer Charges. Municipal water and sanitary sewer services shall be supplied to all of the units and the common elements. The Board of Directors shall pay the bills for water consumed or used and sewer charges used in connection with the use of any unit and/or the common elements, including any charge for fire hydrants located on the property, as a common expense. Storm water charges are excluded from common expenses. Any storm water-related charge to a unit is the unit owner's responsibility.

Section 16. Electricity. Electricity required to service the units and the common elements is supplied by the public utility companies serving the area. The Board of Directors shall pay the bills for electricity consumed or used in or for the common elements for each unit. Each unit owner shall pay the bills for electricity consumed or used in or for the unit.

Section 17. Right of Access. A unit owner shall grant a right of access to the unit to the manager, the managing agent, and any other person authorized by the Board of Directors, the manager or the managing agent to make inspections, to correct any condition originating in the unit and threatening another unit or the common or limited common elements, to install, alter, or repair mechanical or electrical services or other common or limited common elements in the unit or elsewhere in the building, and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for entry shall be made in advance, and entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, the right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI.

Mortgages

Section 1. Mortgage of Units. Each unit may be separately mortgaged.

Section 2. Notice of Board of Directors. A unit owner who mortgages a unit shall notify the property manager of the name and address of the mortgagee.

Section 3. Notice of Unpaid Common Expenses. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any unpaid common expenses or other default by the owner of the mortgaged unit.

Section 4. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common expenses or other default, shall send a copy of the notice to each holder of a mortgage covering the unit if requested in advance by the mortgage company whose name and address have previously been furnished to the property manager.

Section 5. Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than semi-annually.

Section 6. Land Contracts. Unit transfers and ownership via land contract shall not be allowed in Spring Meadows Condominiums.

ARTICLE VII.

Sales of Units and Leasing Restrictions

Section 1. Sales. A unit owner's sale of the unit shall include the sale of (a) the undivided percentage interest in the common and limited common elements belonging to the unit; (b) the interest of the unit owner in any units previously acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease of those units, if any; and (c) the interest of the unit owner in any other assets of the Association.

Section 2. Leasing Restrictions, Owner Occupancy Requirements. Units must be occupied by the title owner of the Unit, and ownership via land contract is not allowed (the "Owner Occupancy Requirement"). An exception to the Owner Occupancy Requirement is granted to the Units being rented or under land contract at the time of this Amendment (1337 30th Ct. Unit 15C; 1327 32nd Court, Unit 9B; 3301 13th Street, Unit 6D; and 3145 13th Street, Unit 11B—the "Grandfathered Units"). Only the units known by the Association to be rented or under land contract at the time of this Amendment will be Grandfathered Units. When the Grandfathered Units are sold, conveyed, or title otherwise transferred, upon such sale, conveyance, or transfer, the Grandfathered Units will be subject to 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 and shall include half and step relatives; 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. In no event will 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.

Special Hardship Exception: The Board of Directors shall have the authority to waive the requirements of this section 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 30 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 appear. The Board shall make a decision as to whether or not to grant the hardship exception within seven (7) 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.

For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

(a) The lease must be in writing;

(b) The lease must be for the entire Unit;

(c) The lease must be for a minimum period of six (6) months and a maximum of twelve (12) months;

(d) The lease must designate that the use of the premises is subject to the Declaration, the Bylaws, and the Rules and Regulations of the Association;

(e) A copy of the lease must be provided to the Board of Directors no less than 10 days prior to its execution; and

(f) Every tenant is subject to the laws of Wisconsin governing landlord-tenant relations and regulations. If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or Bylaws, or both, including any rules and regulations, the Association may bring an action in its own name or that of Unit Owner, or both, to have the tenant evicted or recover damages, or both. The Association shall give the tenant and the Unit Owner written notice of the nature of the violation, and have twenty (20) days from the mailing of the notice of the nature of the violation in which to cure the violation before the Association may file for eviction.

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.

Section 3. No Severance of Ownership. No unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to a unit without including the interests described in Section 1 of this Article VII, it being the intention to prevent any severance of the combined ownership. Any deed, mortgage, or other instrument purporting to affect one or more of these interests, without including all interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described. No part of these interests of any unit may be sold; transferred, or otherwise disposed of, except as a part of a sale, transfer, or other disposition of the unit to which the interests belong, or as part of a sale, transfer or other disposition of that part of these interests belonging to all units.

Section 4. Financing of Purchase of Units by Association. Acquisition of units by the Association or its designee, on behalf of all unit owners, may be made from the working capital and assessments for common expenses possessed by the Board of Directors, or if these funds are insufficient, the Association may borrow money to finance the acquisition of the unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association. The Association shall act

to borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181, Wisconsin Statutes.

ARTICLE VIII.

Condemnation

Section 1. Common Elements. In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property, the award made for the taking shall be payable to the Association. The Association shall promptly undertake to restore the common elements. The proceeds of the award shall be disbursed to effect the restoration, and any costs in excess of the award shall be a common expense. The Board of Directors shall effect the restoration in accordance with paragraph (1) of Article V, Section 3 of these Bylaws.

Section 2. Units. In the event of a taking in condemnation or by eminent domain of any of the units, the Association, by vote of a majority of unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of the taking), shall determine whether to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, the Board of Directors shall effect the repair or reconstruction in accordance with paragraph A of Article V, Section 3 of these Bylaws. Any cost of repair or reconstruction in excess of the award shall be a common expense. If the Association determines not to repair or reconstruct or fails to vote within the 90-day period, the entire net proceeds shall be disbursed to those unit owners whose units have been taken in proportion to the relative square footage of their respective units. If any unit owner is in default in paying common expenses, the amount of the common expenses shall be deducted from that owner's share of the proceeds. Upon receipt of the share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of that owner's interest in the common elements and shall thereafter no longer be considered a unit owner. The interests of the remaining unit owners in the common elements shall be recomputed by the Board of Directors, whose decision shall be final, to reflect the releases. The unit owner's rights to a share of the proceeds shall be subject to rights of all holders of liens on the unit.

ARTICLE IX.

Records

Section 1. Records and Reports. The Board of Directors shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records, and books of account of the Association. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners at least annually. In addition, an annual report of the receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested it within a reasonable time after the end of the fiscal year.

ARTICLE X.

Miscellaneous

Section 1. Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed, emailed, or hand delivered to the unit or to such other address as may have been designated by the owner from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be mailed, emailed, or hand delivered to their respective addresses, as designated by the unit owners to the property manager. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or their mortgagees need not be mailed by registered or certified mail.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions. The captions in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision of these Bylaws.

Section 4. Singular – Plural. The use of the singular in these Bylaws shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure of enforcement, regardless of the number of violations or breaches which may occur.

Section 6. Insurance Trustee. The insurance trustee shall be a bank in the state of Wisconsin, designated by the Board of Directors and have a capital, surplus and undivided profits of $500,000 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee, and the fees and disbursements shall constitute a common expense.

ARTICLE XI.

Conflicts

Section 1. Control of Conflicts. These Bylaws are set forth to comply with the requirements of the Act. In case any of these Bylaws conflicts with the provisions of the Act, the provisions of the Act shall control. In case any of these Bylaws conflict with the provisions of the Declaration or Articles of Incorporation, the Declaration or Articles of Incorporation, as applicable, shall control.

ARTICLE XII.

Fiscal Year

Section 1. Adoption of Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XIII.

Amendments to Bylaws

Section 1. Amendments to Bylaws. These Bylaws may be modified or amended by vote of at least two-thirds of the authorized votes of all unit owners, which vote shall be taken at a meeting of unit owners duly held for that purpose.

Section 2. Rights of Declarant. *Section deleted as no longer relevant.

These Amended and Restated Bylaws were duly adopted by a 67% vote of the owners on October 30, 2019.