

AMENDED AND RESTATED BYLAWS
OF
RIVER TERRACE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I - NAME AND PURPOSE

1.1 PURPOSE.

Pursuant to the Articles of Incorporation of River Terrace Condominium Association, Inc., and the Condominium Declarations of River Terrace Condominiums, recorded in the office of the Registrar of Deeds for Sheboygan County, Wisconsin, as amended (hereinafter called the "Declarations"), the following are adopted as the Bylaws of River Terrace Condominium Association, Inc., (hereinafter referred to as the "Association"), which is a non-stock corporation formed and organized to serve as an Association of Condo Unit Owners who own real estate and improvements (hereinafter call the "Property") under condominium form of use and 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.

1.2 PERSONS SUBJECT TO BYLAWS.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Condo Unit Owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II - MEMBERS, VOTING AND MEETINGS

2.1 MEMBERS.

The members of the corporation shall be all Condo Unit Owners and shall have one vote for each unit owned. Owners with a condominium lien, having outstanding Association fees against them, shall **NOT** be entitled to vote until the amount necessary to satisfy the lien (as set forth in Section 5.5 herein) are paid in full. Every Condo Unit Owner upon acquiring ownership automatically becomes a member of the Association and remains a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

A. **Defined.** If title to a unit is held by more than one person, the membership 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 interest must be voted pursuant to the nomination contained in the Membership List.

B. **Membership List.** The Association shall maintain a current Membership List showing the membership pertaining to each unit. Only one person may cast a vote pertaining to each unit. When voting on condo issues, a vote **MUST** be received from every condo unit, (with an "abstain" portion on each ballot). That vote may be done in person, electronically (remotely, via electronic means), or by proxy.

A designation may be changed by notice in writing to the Secretary of the Association, signed by a majority of the persons having an ownership interest in the unit. The Membership List must contain the Condo Unit Owner Member's mailing address, e-mail address, phone number, and any other contact information.

C. **Transfer of Membership.** Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. 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 of the new

owner(s), identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent, and the Association Secretary shall make appropriate changes to the Membership List effective as of the date of transfer.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETING.

A quorum for the Members' Meeting shall consist of fifty-one percent (51%) of votes entitled to vote. Votes may be cast in person, electronically (remotely, via electronic means), or by proxy in accordance with designations in the Membership List. The act of a majority of votes present in person, electronically, or by proxy at any meeting at which a quorum is present, shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Association Secretary before the appointed time of the meeting. Proxies may be filed with the Association Secretary via e-mail 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 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS.

Written notice of all meetings stating the time and place (whether physical or virtual) and the purposes for which the meeting is called shall be given by the Association President or Secretary, unless waived in writing, to each member at the address as it appears on the books of the Association and shall be mailed or personally or electronically delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting.

Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place (physical or virtual) as may be designated by the Board of Directors. The annual meeting shall be held between the months of June to September, or such other as designated by the Board of Directors, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. A separate owners' meeting may be held each year for budgetary purposes.

Special meetings of the members shall be held whenever called by the Association President or any two members of the Board of Directors, and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

2.4 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 Bylaws can be taken by the vote of the Condo Unit Owners 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 Condo Unit Owner by any of the methods set forth in Section 2.3 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, or note to abstain. The written ballot 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 Association Secretary in order to be counted. Approval or 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 number as the number of votes cast by ballot. Ballots may be delivered to the Association Secretary via e-mail. Once a voter submits a written ballot, it cannot be revoked.

ARTICLE III – BOARD OF DIRECTORS

3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS.

The Board of Directors shall consist of four (4) persons elected by the members to terms as set forth below. Each member of the Board of Directors shall be a Condo Unit Owner. If the Condo Unit is owned by a partnership, then a general partner of such Condo Unit Ownership may be a director. And if a Condo Unit Owner is such a partner in a condo corporation ownership, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a director.

If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned.

If a Condo Unit Owner has a delinquent assessment account with the Association, that Condo Unit Owner cannot be elected as a director. If, at any time, an existing director becomes delinquent on paying assessments, that director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director, and his place on the board shall be deemed vacant.

3.2 POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

The affairs of the Association 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 Bylaws.

3.3 ELECTION AND TERM OF DIRECTORS.

At the annual meeting of the Association, Directors shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided. The Directors' terms shall be staggered, so that the term of at least one-half (1/2) of the directors shall expire every other year. If a current Director is elected into a new position, an election will be held to fill that vacated position.

3.4 VACANCIES ON BOARD.

Vacancies on the Board of Directors, caused by any reason other than the removal of a director by a vote of the members, shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 REMOVAL OF DIRECTOR(S).

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 members entitled to be cast, and a successor may then and there be elected to fill the vacancy(s) thus created.

3.6 REGULAR MEETINGS AND NOTICES.

The Board of Directors may meet periodically to discuss any River Terrace issues. The Directors will also meet every Fall to discuss the budget for the upcoming year, and a preliminary budget will be sent to all Condo Unit Owners by the end of the year. Notices will be sent to all Condo Unit Owners for an annual meeting to discuss any condo issues. A January meeting will be held to discuss and vote to accept the budget for the upcoming year.

3.7 SPECIAL MEETINGS AND NOTICES.

Special meetings of the Board of Directors may be called by the President or by one (1) director on three (3) days prior written notice to each director, given personally, electronically, or by mail, which notice shall state the time, place (physical or virtual) and purpose of the meeting. Meetings of the Board of Directors may be held in person, or via phone or video conference.

3.8 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 of Directors meeting may be in person, by telephone or by video 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 meetings at which a quorum is not present, any business which might have been transacted at the meeting as originally called, may be transacted.

3.9 FIDELITY INSURANCE.

The Board of Directors may purchase fidelity insurance that covers all officers and/or employees of the Association handling or responsible for Association's funds, as set forth in more detail in the Declaration. The premiums on any such insurance shall be paid for by the Association.

3.10 COMPENSATION.

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

3.11 INFORMAL ACTION.

Any action which is required to be taken at a meeting of the Condo Unit Owners, or which may be taken at such meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be provided to all the Condo Unit Owners entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as unanimous vote.

3.12 COMMITTEES.

The Board may create and appoint members to one or more committees, with such purpose, restrictions and limitations as the Board shall specify. In each case, the membership of a committee shall, at all times, include at least one director. Each committee shall, unless otherwise provided by the Board, serve at the pleasure of the Board.

Subject to any limitations, restrictions and rules imposed by the Board, each committee shall fix its own rules governing the conduct of its activities and shall make such reports of its activities to the Board as the Board may request.

ARTICLE IV – OFFICERS

4.1 DESIGNATION, ELECTION AND REMOVAL.

The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer. The four principal officers shall each be one of the Directors of the Association and shall be elected to their various offices by the members of the Association at the annual meeting. Upon the affirmative vote of a majority of the Condo Unit Owners, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Condo Unit Owners, or at any special meeting called for that purpose.

4.2 PRESIDENT.

The President shall be selected from among the Condo Unit Owners and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President, including, but not limited to, the power to sign any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein, after review with the Board.

4.3 VICE-PRESIDENT.

The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable to act, the Condo Unit Owners shall appoint some other member of the officers to do so on an interim basis. The Vice-President shall also perform such other duties as shall, from time to

time, be imposed upon him by the Board of Directors.

4.4 SECRETARY.

The Secretary shall keep the minutes of all meetings of the Association and shall have charge of the Association's records, and shall, in general, perform all duties incident to the office of Secretary. The Association Secretary shall provide a contact list of all River Terrace Condo Unit Owners to its members. In case of an emergency, the Association Secretary must be provided with a contact name and phone number of an individual, other than a current condo resident, who can access your unit. This list will be shared with the Association Officers.

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, financial records and books of account on behalf of the Association. The Treasurer will be allowed reasonable and customary check-signing using the Operating Fund budget. A 2nd signature should be required for payment of expenses that are NOT reasonable and customary. The Treasurer shall be responsible for the deposit of all moneys and all valuable effects in the name, and to the credit, of the Association. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

4.6 LIABILITY OF OFFICERS.

No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as an officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his 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 has reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

4.7 COMPENSATION.

No officer of the Association 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 shall be responsible for administration and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 RULES AND REGULATIONS.

The Association shall, from time to time, adopt rules and regulations governing the operation, maintenance and use of the units and the Common Elements and facilities by the Condo Unit Owners and occupants.

Such rules and regulations of the Association shall not be inconsistent with the terms of the Declarations 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 areas and facilities by persons entitled thereto.

5.3 COMMON EXPENSES.

The Treasurer shall determine the common expenses of the Association, and shall prepare an

annual operating budget for the Board to review and for the Association to vote their acceptance by a seventy-five percent (75%) vote in favor. This will determine the amount of the common charges payable by each Condo Unit Owner to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the units. Funds to increase reserves are included in the budget.

The condominium dues shall be prorated and paid monthly to the Association on or before the first day of each month. Any Unit Owner may prepay its condominium dues in one or more installments. Notwithstanding the foregoing, the Treasurer may, in the Treasurer's discretion, provide Unit Owners the option of making condominium dues payments on a quarterly and/or semi-annual basis, provided payment is received by the Association in full by December 1 of the year to which the condominium dues apply.

Special assessments shall be due within thirty (30) days of notice, unless a different deadline is set by the majority of the Board of Directors.

If any payment is not made within ten (10) days of the due date, the charges shall bear late fees and interest at a rate set by the Board of Directors.

5.4 OPERATING BUDGET.

The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur annually or greater, such as amounts required for the cost of maintenance of the common elements: lawn care and snow removal, Association insurance, common services, administration materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as exterior maintenance or repairs, including necessary road maintenance. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums may be required in addition to the operating fund, or, at the discretion of the Condo Unit Owners, determined by a seventy-five percent (75%) vote in favor.

The reserve fund may also be used for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. If the repairs are due to the negligence or damage caused by the Condo Unit Owner, the full amount of the costs of any such repair shall be specially assessed to the Condo Unit Owner responsible thereof.

The annual budget shall be prepared for Board review Dec 15 of each calendar year. All members of the Association, entitled to vote, will vote with at least seventy-five percent (75%) needed to approve the amount of common expenses budgeted for the operating fund. All Condo Unit Owners shall receive copies of the budget on which the common expenses are based.

At the January Condo Owners budget meeting, a vote of at least seventy-five percent (75%) of the Condo Unit Owners, entitled to vote, may revise the operating fund budget and common expenses. However, the operating fund budget and common expenses may not be revised downward to a point lower than the annual budget.

5.5 DEFAULT.

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 Association may bring suit for and on behalf of all the members, to enforce collection of such delinquencies and/or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due any late fees, interest, and the costs of collection, including legal costs, and the actual attorney's fees incurred by the Association. While in default, the Condo Unit Owner may NOT vote on any condo issues.

5.6 MANNER OF BORROWING MONEY.

Upon the affirmative vote of Condo Unit Owners, having at least seventy-five percent (75%) of the votes at a meeting called for such purpose, the Association may borrow money for Association needs and assess Condo Unit Owners according to their respective percentages a charge sufficient to cover monthly principal and interest amortization.

The President and Treasurer, on behalf of the Association, shall be authorized to execute the necessary documents to effectuate the acquisition.

5.7 MANNER OF ACQUIRING AND CONVEYING PROPERTY.

Upon the written consent of seventy-five percent (75%) or more of the Condo Unit Owners, the

Association may acquire land in its own name. The President and Treasurer, on behalf of the Association, shall be authorized to execute the necessary loan documents.

Upon written consent of seventy-five percent (75%) or more of the Condo Unit Owners and mortgagees, portions of the Property as described in the Declarations may be sold. However, the Declaration shall be amended to reflect such sale. Proceeds of any sale shall be divided among the Condo Unit Owners according to their respective percentages. This Section shall not apply to property the Association may acquire through condominium lien foreclosure.

ARTICLE VI – DUTIES AND OBLIGATIONS OF CONDO UNIT OWNERS

6.1 RULES AND REGULATIONS.

The units and the Common Elements and facilities and Limited Common Elements (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declarations, the Articles of Incorporation, and these Bylaws, including the following:

- A. **USE.** No unit to be occupied or used for any purposes other than a single family private residence.

- B. **OBSTRUCTIONS.** There shall be no obstruction of the Common Elements and facilities and nothing shall be stored therein without the prior consent of a majority of Association Officers.

- C. **INCREASE OF INSURANCE RATES.** Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the Common Elements, without the prior consent of a majority of the Association Officers.

No Condo Unit Owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No dumping of waste in the commons will be permitted.

- D. **WINTER HEATING.** Whether occupied or vacant, all Condo Units shall be heated to at least fifty (50) degrees Fahrenheit during the winter months.

- E. **GARAGE DOORS.** Please note that replacement of a garage door that rusts from the inside out, or is damaged by the Condo Unit Owner, shall be the responsibility of the Condo Unit Owner. Prior to replacement of a garage door, approval is required from a majority of Association Officers. In addition, the mechanical failure of a garage door opener or the key pad is also the responsibility of the Condo Unit Owner.

- F. **SIGNS.** No sign of any kind shall be displayed to the public view on or from any unit or the commons without prior consent of a majority of the Association Officers.

- G. **Moving / Estate Sales.** Garage sales, rummage sales or sales of a Condo Unit Owner's personal property by any other name are strictly prohibited, due to parking concerns.

- H. **SNOW/SNOW REMOVAL**
 - (i) Contracted snow-ploving includes the street, cul-de-sacs, assigned parking spaces, driveways and sidewalks of each unit. It does NOT include clearing snow from the porch of each Condo Unit.

 - (ii) The Association's contract with the vendor calls for snow removal when there is an accumulation of two inches (2") or more as determined by the National Weather Service. There will be no snow removal for

accumulations less than that amount.

I. ANIMALS. No reptiles or birds, or any animals typically found in the wild shall be permitted on any Condominium property. Condo Unit Owners may keep no more than two (2) normal domesticated animals per Unit;

- (i) The animal(s) are not permitted on any of the Common Elements while unattended or unleashed;
- (ii) The individual attending the animal(s) immediately disposes of any and all of the animals' solid waste in the manner prescribed by the Association;
- (iii) Animals shall not be left unattended or confined in patio or deck areas when the Condo Unit Owner is not home. A Condo Unit Owner shall be absolutely liable for barking or other noise which disturbs other residents.
- (iv) The owner of the animal(s) complies with such rules of animal ownership as may be determined by the Association; and
- (v) The animal(s) must immediately and permanently be removed from the Condominium if, in the sole judgment of the Condo Unit Owners, any animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein or otherwise violates the terms of this Section or rules promulgated under subparagraph (iv).
- (vi) A Condo Unit Owner shall also be liable for any damage to person or property caused by animals brought or kept on the Property by the Condo Unit Owner, his family, guests or invitees. Any animal that is left unattended on a regular basis may be found, by a majority of the Association Officers, to be a nuisance and subject to removal.
- (vii) Any Condo Unit Owner failing to comply with this Section shall, absent unusual circumstances under which the Condo Unit Owners determine that a lesser or other remedial action is appropriate, be assessed a monthly animal fee in the amount of Five Hundred Dollars (\$500.00) per month or part thereof until the owner has complied. Such animal fee may be collected in the same manner as assessments under Bylaws Article V – Operation Of The Property, Section 5.3 – Common Expenses.

J. NOXIOUS ACTIVITY; HAZARDOUS SUBSTANCES. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others. Condo Unit Owners, residents and guests are prohibited from bringing on the property or storing of any hazardous substances on the Condominium Property.

K. ALTERATION, CONSTRUCTION OR REMOVAL. Nothing shall be altered or constructed in or removed from the Common Elements and facilities, except upon written consent of a majority of the Association Officers.

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

M. CLAIMS AND REMEDIES.

- (i) **Owner Claims: Mediation and Arbitration Requirements.** In the event that a Condo Unit Owner or resident has a claim to assert against the Association, that claim must be (a) mediated with both sides paying half the cost of a mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and (c) brought within one year of the date that the Condo Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim.

- (ii) **Attorney's Fees.** The prevailing party in any claim brought by or against the Association or an Officer by a Condo Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in paragraph above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

- (iii) **Damages.** The Association may assess a Condo Unit Owner the actual damages the Association incurs from the Condo Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declarations or Bylaws, (the "Condominium Documents"). The Association may assess, to the Condo Unit Owner, interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Condo Unit Owner's failure to abide by the condominium documents.

N. IMPROVEMENTS TO COMMON AND/OR LIMITED COMMON ELEMENTS. The following are the requirements and/or procedures the Condo Unit Owner shall comply with when seeking the approval of any improvement from a majority of the Association Officers.

The Condo Unit Owner shall submit, to the Officers for its review, a written statement:

- (i) Describing the proposed improvement, as well as, a description of the project, the materials to be used, and the fact that it meets all local codes.

- (ii) Describing the proposed project's impact on the appearance of the condominium.

- (iii) That the proposed project will not interfere with the use and enjoyment of neighboring units on all sides of the Condo Unit Owner making the request.

- (iv) It shall also identify the project's proposed contractor and provide a copy of their certificate of contractor's insurance showing the following minimum amount of one million and 00/100 (\$1,000,000.00) dollars.

- (v) Any change to proposed improvements shall be resubmitted to the Association's Officers for final approval. If approved, the Association reserves the right to require the requesting Condo Unit Owner to enter into a maintenance

agreement associated with the improvement that will be recorded against the title to the unit.

O. ATTORNEY FEES.

- (i) The Association Officers may also assess a Condo Unit Owner, who has violated the Condominium Documents, for the actual attorney fees incurred associated with reviewing the facts and the Condominium Documents.
- (ii) The Association that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Condo Unit Owner or defend any claim or allegation by a Condo Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Condo Unit Owner all of its costs and expenses, including reasonable attorney fees.
- (iii) In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Condo Unit Owner's mortgage company in which the Association is named defendant, the Association shall be entitled to collect from the Condo Unit Owner all of its costs and expenses, including reasonable attorney fee. **This Rule does not apply to owner's fair-housing complaints, neither State nor Federal.**
- (iv) Any Condo Unit Owner or resident, who has been accused of violating the Condominium Documents and been fined, may document their position in writing, and present it to the Association Officers. If the Officers cannot come to a decision, it will be referred to an attorney for interpretation.

6.2 MAINTENANCE AND REPAIR OF UNITS.

Every Condo Unit Owner must perform properly, or cause to be performed, all maintenance and repair work within his own unit, which if omitted, would affect the project in its entirety or in portion belonging to other owners, and such owners shall be personally liable to the Association for any damages caused by his failure to do so.

6.3 LIMITED COMMON ELEMENTS.

Every Condo Unit Owner must maintain the Limited Common Elements appurtenant to his unit in clean and proper condition. No objects or structures, other than the approved moveable furniture or decorative pieces, shall be placed thereon without the prior written consent of a majority of the Association Officers.

Every Condo Unit Owner shall have the right to decorate the Limited Common Elements appurtenant to his unit in a nonstructural manner.

ARTICLE VII – GENERAL

7.1 FISCAL YEAR.

The fiscal year of the Corporation shall begin on the first day of January and end the last day of December in each year.

7.2 SEAL

The Corporation shall not be required to have a seal.

ARTICLE VIII – AMENDMENTS

8.1 BY MEMBERS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, by an affirmative vote of Condo Unit Owners having sixty-seven percent (67%) or more of the votes.

ARTICLE IX – MISCELLANEOUS

9.1 RECORD OF OWNERSHIP

Every Condo Unit Owner shall promptly cause to be duly recorded or filed a record of deed, lease, assignment or other conveyance to him of such unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of his title to the Homeowners Association, and the Secretary shall maintain all such information in the record of ownership of the Association.

9.2 MORTGAGES

Any Condo Unit Owner who mortgages his unit, or any interest therein, shall notify the Homeowners Association of the name and address of this mortgagee, such that the Association Secretary may maintain all such information in the record of ownership of the Association. The Homeowners Association, at the written request of any mortgagee, shall furnish a timely written notice of:

- A. Any condemnation loss or any casualty loss which affects the material portion of the property or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, as applicable;
- B. Any delinquency in the payment of assessments or charges owed by a Condo Unit Owner subject to a first mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, which may remain uncured for a period of sixty (60) days.
- C. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- D. Any proposed action which will require the consent of a specified percentage of eligible mortgagees.

The Homeowners Association, at the request of any prospective purchaser of any Condo Unit or interest therein, shall report to such person the amount of any assessments against such Condo Unit then due and unpaid.

The Association shall be required to make available to Condo Unit Owners and mortgagees, and the holders, insurers or guarantors of any mortgage, current copies of the Declaration and Bylaws concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

9.3 BOOKS OF RECEIPTS AND EXPENDITURES; AVAILABILITY FOR EXAMINATION.

The Association shall keep detailed, accurate records using standard bookkeeping procedures or receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and vouchers authorizing the payments shall be available for examination by the Condo Unit Owners at convenient hours.

9.4 INDEMNITY OF OFFICERS.

Every person who is or was an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised, by counsel, that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such officer in relation to the matter involved.

The Association Officers may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which Association Officers or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however that nothing in this Article IX contained shall be deemed to obligate the Association to indemnify any member or owner or a condominium unit who is or has been an employee or Association Officer with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Article and Bylaws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

9.5 SUBORDINATION.

These Bylaws 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 meaning as in the Declaration or said Condominium Ownership Act.

9.6 INTERPRETATION.

In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Condo 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.

9.8 ASSOCIATION MAILING ADDRESS.

The mailing address of the River Terrace Condominium Association, Inc: **P.O. Box 155, Plymouth, WI 53073**, shall be the principal office of the corporation as stated on file with the Wisconsin Department of Financial Institutions.

These Amended and Restated Bylaws were duly adopted by an affirmative vote of at least sixty-seven percent (67%) of the Condo Unit Owners at a meeting held on

_____, 2023.

- End of Bylaws -