WOODBRIDGE CONDOMINIUM ASSOCIATION, INC.

Amended and Restated By-Laws

(December 2023)

WOODBRIDGE CONDOMINIUMS
Amended and Restated By-Laws

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Amended and Restated By-Laws[1]
WOODBRIDGE CONDOMINIUM ASSOCIATION, INC.

These Amended and By-Laws incorporate by reference the Declaration of Condominium and Condominium Plat, the Articles of Incorporation of Woodbridge Condominium Association, Inc. and the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes. The By-Laws are intended to provide the structure necessary for the operation and maintenance of the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of Unit Owners and all other persons authorized and invited to use it, to establish the procedure for the levy and collection of assessments to finance the operations of the Association, and to permit Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

SECTION I
NAME, FORM OF ADMINISTRATION, ADDRESS

1.01. Name: The name of the Association created herein is WOODBRIDGE CONDOMINIUM ASSOCIATION, INC., and is referred to herein as Association.

1.02. Form of Administration: The Association is incorporated as a Wisconsin non-stock corporation under Chapter 181, Wisconsin Statutes. Policy control of the Association, except as otherwise provided herein, is vested in a Board of Directors to be elected by the members in accordance with Section III hereof. Any Manager, retained by the Board of Directors, is responsible for implementation of the policy decisions of the Board and operates under its supervision and control.

1.03. Address: The address of the Association and its principal office is 205 5th Ave So #616 La Crosse WI 54601

SECTION II
MEMBERS, RIGHTS AND OBLIGATIONS, MEETINGS

2.01. Members: All Unit Owners in the Condominium are, by the fact of ownership of their Unit, members of the Association. As such they are granted all rights and subject to all obligations of membership as created herein.

(1) Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferor ceases to be a member of the Association as to that unit and the transferee becomes a member. The Association shall maintain a roster of the names and addresses of all Unit Owners and upon conveyance or other transfer it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.

2.02. Annual Meeting: The annual meeting of the Association shall be held in December on a date and at a location selected by the Board of Directors.

2.03. Special Meetings: Special meetings may be held at any time on the call of the President or on written request to the Association by owners of not less than -20% interest in the Common Elements. Special meetings held on written request as provided herein shall be conducted within sixty (60) days of the date of receipt of the request unless it specifies a longer period.

2.04. Notice of Meetings: The Secretary of the Association shall give written notice of every meeting to every member at least ten (10) days before the date set for such meeting.

(1) Content of Notice. The notice shall state whether the meeting is an annual or special meeting, the authority for the call of the meeting, the place, date and hour of the meeting and, where required, the purpose or question to be considered at the meeting.

(2) Delivery of Notice. The notice shall be given by delivery of a copy to the member personally or by mailing the notice to the member at his address as it appears on the Association's roster, postage pre-paid or by email.

(3) Failure to Receive Notice. If notice is given as provided hereunder, the failure of any member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting.

(4) Waiver of Notice. The presence of any member in person or by proxy, shall be deemed a waiver of notice as to such member unless such member objects at the opening of the meeting to the holding of the meeting because of failure to give proper notice. Members may waive notice of any meeting in writing to the Secretary.

2.05. Quorum: The presence of a majority of Unit votes whether in person or by proxy constitutes a quorum.

2.06. Voting: Voting is on the basis of unit votes. Each Unit is entitled to cast one indivisible vote without regard to the number of persons who have an ownership interest in the Unit. The

vote for each Unit may be cast as agreed by the persons who have an ownership interest in the Unit and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast no vote may be accepted from that Unit.

(1) Proxies. A member may give another person authority to represent him and vote on his behalf at meetings of the Association. Such proxy must be in writing, dated and signed by the member, and filed with the Secretary. Except for a proxy to a mortgagee of the Unit involved, no proxy is valid for more than 180 days after its date, however a member may renew his proxy by filing a new proxy or a renewal of the existing proxy with the Secretary. A proxy may grant full or limited voting rights and may contain instructions which shall be binding on the proxy holder.

(2) Representatives. Any personal representative, executor or administrator of the estate of any member, or guardian or trustee for any member, may exercise such member's voting rights. Such person shall file an affidavit or other proof of his status with the Secretary.

(3) Suspension. Voting rights may be suspended by vote of the Association's Board of Directors in accordance with the Declaration and no person who is not on the Association's roster of Unit Owners may vote unless such person holds a proxy from one who appears on the roster.

2.07. Unanimous consent Without Meeting: Any action required or permitted by these By-Laws or any provision of law to be taken at a meeting of the Association, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

2.08. Adjournment: Any meeting of the Association may be adjourned from time to time and to such place and time as may be determined by a majority vote of those present, whether or not a quorum is present. No further announcement of the time or place of the adjourned meeting is required.

2.09. Order of Business: The order of business at all annual meetings is as follows:

(a) Roll Call
(b) Proof of Notice of Hearing
(c) Proof of Quorum
(d) Reading of Minutes of preceding Annual Meeting
(e) Report of Officers
(f) Report of Committees
(g) Election of Board of Directors
(h) Unfinished Business
(i) New Business
(j) Approval of Budget
(k) Adjournment

The order of business at all special meetings is determined by the President.

2.10. Reserved Rights: Election of directors, amendment of the By-Laws, borrowing funds, acquiring or conveying any interest in real estate, final approval of the annual budget and levying of special assessments are reserved to vote by the members.

SECTION III
BOARD OF DIRECTORS

3.01. Number and Qualification: The affairs of the Association are governed by a Board of Directors composed of Five (5) directors. All directors must be Unit Owners.

3.02. Election: Directors are elected by Unit votes at the annual meeting of the Association. Those candidates receiving the greatest number of votes from among the candidates running for the available Board positions shall be elected, notwithstanding the fact that they do not receive a majority of the votes cast. Each Unit has one vote for each vacancy on the Board and cumulative voting shall not be allowed.

3.03. Term of Office: The term of office for each director is three (3) years. The terms of directors shall be staggered so that approximately one-third (1/3) are elected each year.

3.04. Vacancies: Vacancies on the Board of Directors caused by any reason shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum. Each director so elected serves as a director until a successor is elected at the next annual meeting.

3.05. Removal of Directors: Directors may be removed for cause by a majority of the unit votes at any annual or special meeting, notice of which includes notice of the proposed removal.

3.06. Compensation: No compensation shall be paid to directors for their services as officers or directors.

3.07. Annual Meetings: The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association. No notice is necessary to newly-elected directors in order legally to constitute such meeting, provided that a quorum of the directors is present.

3.08 Regular Meetings: Regular meetings of the Board of Directors shall be held at least quarterly. The time, place and manner of such regular meetings shall be as determined from time to time by resolution of the directors.

3.09. Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The time, place and manner of such meetings is determined by the President.

3.10. Notice: Notice of all meetings of the Board of Directors must be given to each director personally, or by mail, at least three (3) days prior· to the date of such meeting.

3.11. Waiver of Notice: Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver is deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board is a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice is required and any business may be transacted at such meeting.

3.12. Unanimous Consent without Meeting: Any action requiring or permitted by these By-Laws or any provision of law to be taken by the Board of Directors at a meeting may be taken without a meeting, of consent in writing, setting forth the action taken, is signed by all of the directors then in office.

3.13. Quorum: At all meetings of the Board of Directors, a majority of the directors constitutes 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 is the act of the Board of Directors.

3.14. Open Meetings: Any unit Owner may attend any annual, regular or special meeting of the Board of Directors.

3.15. Committees: The Board of Directors may by resolution designate one or more committees, each committee to include one or more directors elected by the Board of Directors, which to the extent provided in said resolution as initially adopted, and thereafter amended, shall have and may exercise, when the Board of Directors is not in session, the powers of the Directors in the management of the business and affairs of the Condominium. The Board of Directors may elect one or more of its members to alternate membership of any such committee and such alternate members may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting.

3.16. Powers and Duties: The Board of Directors may exercise all powers of the Association not specifically reserved to the members and is responsible for establishing policies for the Association in pursuance of its purposes and supervision of the implementation of these policies. The Board of Directors may retain a Manager.

(1) Rules. The Board of Directors shall adopt Rules for the regulation of the use and enjoyment of the Condominium.

(2) Delinquencies. The Board of Directors may set a delinquency charge, stated in terms of a percentage rate not to exceed one percent (1%) per month, on delinquent payments of regular or special assessments.

(3) Insurance. Hazard insurance maintained by the Association must be maintained with an insurer licensed in Wisconsin and rated Best's Class VI or better, or Class V if it has a general policyholder's rating of A. policies may not be subject to contribution or assessment, to special corporate action by the carrier to authorize payment of benefits or

to limiting clauses other than insurance conditions on payment of benefits. The insurance and bond maintained by the Association must provide at least ten (10) days' notice to the Association and to Unit first mortgagees or their assigns before a policy is substantially modified or cancelled.

(4) Leases. Leasing/renting of a Unit, or any portion thereof, is prohibited.[1]

SECTION IIIA
INTERIM CONTROL

[Deleted pursuant to Section IIIA-original By-Laws]

SECTION IV
OFFICERS

4.01. Designation: The principal officers of the Association are a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected from the Board of Directors.

4.02. Election of Officers: The officers of the Association are elected at the annual meeting of the Board of Directors.

4.03. Term: The officers of the Association hold office for a one year term with election at the first Board of Directors meeting after the Annual Meeting. Terms may be renewed.

4.04. Removal of Officers: Any elected officer may be removed, with or without cause, by a majority vote of the Directors at any annual, regular or special meeting of the Board, notice of which includes notice of the proposed removal.

4.05. Vacancies: A vacancy in any office shall be filled by the Board of Directors.

4.06. President: The President is the principal officer of the Association. He presides at all meetings of the Association and of the Board of Directors, and has all of the powers and duties set forth in these By-Laws or delegated to him by the Board of Directors.

4.07. Vice President: The Vice President takes the place of the President and performs his duties whenever the President is 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 to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

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[1] Voted December 2023, prohibiting leasing/renting.

4.08. Secretary: The Secretary supervises the taking, preparation and preservation of minutes of all meetings of the Board of Directors or of the Association, causes all notices required by these By-Laws to be given, certifies copies of the organizational and operational documents of the Condominium, as amended 'from time to time, upon request and executes other certificates on behalf of the Association, tallies votes at Association meetings, and has other powers and duties as may be delegated to him in the Declaration, by these By-Laws, or by the Board of Directors.

4.09. Treasurer: The Treasurer supervises the keeping of the financial books and records of the Association, causes appropriate notices relating to Common Expenses of the Condominium to be given, supervises the collection of amounts due the Condominium and their application under the Declaration, By-Laws and policies established by the Board of Directors, and has such other powers and duties as may be delegated to him by these By-Laws or by the Board of Directors.

SECTION V
ASSESSMENTS

5.01. Common Expenses: All expenditures for the operation, maintenance, repair and restoration of the Common Elements and for the operation of the Association are Common Expenses to be shared proportionately by the unit Owners as set forth in the Declaration.

5.02. Regular Assessments: Regular assessments are those based upon the annual budget of the Condominium adopted by the Board of Directors and approved by the members.

(1) Budget. The budget for the forthcoming year shall be adopted by the Board of Directors and distributed with the notice of the annual meeting of members. The members may approve or disapprove the budget in whole but may not amend it. If disapproved, the budget shall be returned to the Board of Directors for further consideration and a special meeting of the members called to approve it before the beginning of the fiscal year.

(2) Assessments. Once the budget is adopted, the Manager shall allocate to the Units their proportionate share and give notice of the amount due from each Unit which shall be expressed both as an annual amount and in twelve (12) equal monthly installments. The monthly installments are delinquent if not paid before the fifth (5th) day of the month.

5.03. Special Assessments: If unbudgeted expenses for which no reserve has been created are incurred, the members shall hold a special meeting to levy a special assessment to pay these expenses. The special assessment may be in such amount, due and payable at such time and on such terms as the members determine. No expenditure resulting in an assessment of more than $100.00 per unit may be made except with the prior approval of at least eighty percent (80%) of the voters at the meeting.

5.04. Collection: The Association has all powers given by law, the Declaration or these By-Laws to effect collection of the assessments hereunder.

5.05. Maintenance of Common Elements: Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses". Such proportionate share shall be in the same ratio as his fractional ownership in the Common Elements. Payment thereof shall be in such amount and at such time as may be provided by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act, and these By-Laws.

5.06. By the Board: The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provision of the Declaration or By-Laws.

5.07. By the Owner: Except as otherwise provided in Section 5.07 above, each Unit Owner shall furnish, at his own expense, and be responsible for the following:

(1) All of the maintenance, repairs and replacements within his own Unit, Limited Common Area, and all of the doors and windows (inside and outside surfaces) appurtenant thereto, gutters and down spouts, and all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, fireplace, chimney and liner, garage door opener and controls, appliances, and heating, plumbing and air conditioning fixtures, or installations, and any portion of any other utility service facilities located within the Unit boundaries, however, such maintenance, repairs and replacements as may be required for the bringing of water, gas and sewer service or electricity to the Unit, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to units by personnel as a Common Expense.

(2) All of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall

maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building shall be of a white or off-white color. Replacement garage doors shall conform to the existing pattern and white color. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in the Declaration and By-Laws shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance. All other exterior maintenance by the Board or the Unit Owners shall be as hereinbefore provided.

5.08. Utilities: Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

5.09. Insurance: Unit Owners:[2]

(1) Each Unit Owner shall be responsible for carrying condominium homeowners insurance covering his or her Unit other than the common areas and those portions of the Unit as defined under DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS RESTRICTIONS AND COVENANTS FOR WOODBRIDGE CONDOMINIUMS; Article III, Section 3.02 (as amended July 2008) thereof, including without limitation furnishings; wall, and ceiling coverings; decorations; appliances (defined as air conditioner unit, heat pump, furnace, water heater, water softener, freezer, refrigerator, washer, dryer, stove, dishwasher and all additional appliances considered as upgrades or additions); furniture; and all other personal property. Each Unit Owner will be responsible for his or her liability insurance all to the extent not covered by the Association as part of the Common Areas.

(2) The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and

[2] Third Amendment July 9, 2008. Follows First Amendment to By Laws July 1987; Second Amendment September 13, 1989

upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

(3) The Condominium Association shall be responsible for carrying insurance on the building superstructure and common areas and facilities.

(4) Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Board, its officers, and their respective employees and agents, for damage to the Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire and other form of casualty insurance.

5.10. Negligence of Owner: If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board.

5.11. Joint Facilities: To the extent that equipment facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

SECTION VI
ACCOUNTS; FINANCES

6.01. Accounts: The Association shall maintain such books and records and establish such financial accounts as required by law and as may be necessary accurately to reflect the condition and actions of the Association. Such books and records are open to inspection by all Unit Owners and Unit first mortgagees.

6.02. Audit: The Board of Directors may establish an audit committee, containing at least one Unit Owner who is not a director, to audit the accounts of the Association. A majority of Unit first mortgagees may have an audited statement of the Association's fiscal dealings for any fiscal year prepared at their expense.

SECTION VII
LIABILITY OF OFFICERS

7.01. Exculpation: No director or officer of the Association, in his capacity as director or officer rather than as a Unit Owner, is liable for acts or defaults of any other director, officer or Unit owner or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct. Nothing contained in this Section exempts such director or officer from the liabilities and obligations of unit Owners as provided by these By-Laws.

7.02. Indemnification: Every director and officer of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with the claim, action, suit proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reasons of his having been a director or officer of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding, investigation or inquiry to be liable for willful misconduct toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification is in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and inures to the benefit of the legal representatives of such person. The Association may insure its obligations under this subsection.

SECTION VIII
FISCAL YEAR

8.01. Fiscal Year: The fiscal year of the Association begins on the first day of January in each year and ends on the last day of December of the same year.

SECTION IX
AMENDMENT

9.01. Amendment: Except as otherwise provided herein, these By-Laws may be amended from time to time by affirmative vote of two-thirds (2/3) of the Unit votes at a meeting duly called for the purpose. Any portion of these By-Laws that merely reflect or give priority to the Declaration may not be amended unless the Declaration is similarly amended.

SECTION X
INTERPRETATION

10.01. Interpretation: In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

10.02. Captions: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provision thereof.

10.03. Gender; Number: The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

10.04. These By-Laws supersede and replace all other prior By-Laws and amendments Thereto, for Woodbridge Condominium Association, Inc.