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4801 Forest Run Road
Madison, Wisconsin 53704

DISCLOSURE OF MATERIAL ADVERSE FACTS

I am a Wisconsin real estate licensee. Wisconsin law, per Wis. Stat. § 452.133 and Wis. Admin. Code § REEB 24.07(2), requires real estate licensees to make prompt written disclosure of material adverse facts to buyers and sellers. In other words, the law requires that I disclose to you in writing any material adverse facts of which I am aware and that you do not know or could not discover through reasonably vigilant observation.

This disclosure pertains to the real property located at: 3156 S. Toldt Parkway
, in the city of West Allis,
County of Milwaukee, Wisconsin (the "Property").

An adverse fact is a condition or occurrence that is generally recognized by a competent real estate licensee as significantly and adversely affecting the value of the Property, significantly reducing the structural integrity of the Property, or presenting a significant health risk to the Property's occupants. An adverse fact also includes information that indicates that a party is not able or does not intend to fulfill his or her contractual obligations under the offer to purchase or other contract.

An adverse fact is material if a party indicates that it is significant to that party, or if a competent real estate licensee would generally recognize it as significant to a reasonable party, such that it would affect the party's decision to enter into a contract, such as an offer to purchase, or the party's decision regarding the terms and conditions of such a contract.

As a Wisconsin real estate licensee, I am required by law to disclose the following material adverse fact(s) of which I am aware:

The Riverwalk Condominium Owner's Association proposed to amend the By-Laws and Declaration, and voted to pass both documents at a special meeting of the owners on August 27, 2026. Examples of such proposed changes to the governing documents are (but not limited to): eliminating the leasing of and short-term rental of units, reducing the quorum requirements for owner meetings, authorization of virtual owners meetings & the use of electronic voting.
The proposed amended documents shall be sent to a mortgagee holder listed by the owners of the Riverwalk Condominium Owner's Association and shall be instituted within a 60 day period unless the mortgagee holder chooses to dispute.

(State only the facts. Do not draw conclusions or make predictions. Attach supporting reports or documentation, if any.)

It is recommended that the sellers and buyers in this transaction obtain professional assistance to conduct appropriate property inspections, testing and other investigations regarding this information. The licensees in this transaction will draft inspection, testing or investigation contingencies, amendments, notices and other documents pertaining to the offer to purchase according to the parties' instructions.

Sellers and buyers should contact their attorneys with any questions concerning their legal rights and obligations.

Mandi Miller dotloop verified 09/11/26 5:59 PM CDT 52PD-UMBJ-WH0V-JOLL
Licensee Signature ▲

Mandi Miller
Print Licensee Name Here ▲

RE/MAX Forward
Firm Name ▲

09/11/2026
Date ▲

By initialing and dating below, I acknowledge that I have received and read this disclosure form.

Party Initials ▲

Date ▲

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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RiverWalk Condominium Owner's Association

Summary of Proposed Declaration and By-Law Revisions

If approved, the proposed RiverWalk Governing Documents will make the following significant changes:

- **Remove** outdated language and provisions that no longer apply to improve clarity, reduce confusion, and make the documents easier to understand.
- **Revise** the governing documents to ensure compliance with **Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act**.
- **Clarify** unit owner responsibilities and provide a clearer definition of what constitutes a **"Unit."** *(Declaration Article VII)*
- **Reduce** the quorum requirement for owner meetings from **50% to 25%**, whether voting in person, electronically, or by proxy. (A quorum is the minimum number of owners required to conduct official Association business.) *(By-Laws Article III)*
- **Authorize** virtual owner meetings and electronic voting. *(By-Laws Article IV)*
- **Change** the transfer fee from **refundable** to **non-refundable** upon transfer of unit ownership. *(Declaration Article VIII)*
- **Eliminate** leasing and short-term rentals while **adding** a limited hardship exception for owners experiencing qualifying special circumstances. *(Declaration Article IX; By-Laws Article VIII)*
- **Update** the Association's insurance provisions by:
    - **Requiring** an independent insurance appraisal every **five (5) years** to determine the property's full replacement value for the master insurance policy.
    - **Increasing** liability insurance coverage to **$2 million per occurrence.**
    - **Clarifying** responsibility for insurance deductibles following a covered loss.
    - **Better defining** the insurance responsibilities of unit owners.
    - **Clarifying** claim procedures and remedies available to unit owners.

      (Declaration Article XI and Article XVI)

RIVERWALK CONDOMINIUMS OWNER'S ASSOCIATION, INC

AMENDED AND RESTATED

By-Laws

Adopted: _____, 2026

Unapproved DRAFT presented to owners for approval on August 1, 2026.

By-Laws
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Unapproved DRAFT presented to owners for approval on August 1, 2026.

AMENDED AND RESTATED BY-LAWS OF

RIVERWALK CONDOMINIUMS OWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation shall be RiverWalk Condominiums Owner's Association, Inc. (the "Association").

Section 2. Location. The principal office of the Association shall be as stated on file with the Wisconsin Department of Financial Institutions.

ARTICLE II

APPLICATION AND MEMBERSHIP

Section 1. Application. These By-Laws, together with the Declaration of Condominium of RiverWalk Condominiums (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association (the "Rules and Regulations") and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Common Elements and the Units and all present or future Unit Owners, employees and other persons using them. The mere acquisition or occupancy of a Unit (a "Unit") on the property will signify the acceptance and ratification of these By-Laws by all such persons. Capitalized terms not defined within these By-Laws shall have the definition as set forth in the Declaration.

Section 2. Members. The Members of the Association shall consist of the Unit Owners who have record title in their names.

ARTICLE III

VOTING, QUORUM, AND PROXIES

Section 1. Voting. Each Member shall have one (1) vote for each Unit owned. If a Unit is owned by more than one person, or is owned by an entity other than individuals, one designated individual shall cast the vote on behalf of that Unit. There shall be no cumulative voting. If the Unit Owners cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon.

Section 2. Quorum. Except as otherwise provided in these By-Laws, the presence in person, electronically, or by proxy of Members holding more than twenty-five percent (25%) of the votes shall constitute a quorum.

Section 3. Proxies. Votes may be cast in person, by mail, electronically, or by proxy. Proxies must be filed with the Secretary or designee prior to the appointed time of each meeting and may be submitted in person, by mail, or by electronic means. Unless granted to a mortgagee, a proxy shall be valid for a period not to exceed one hundred eighty (180) days.

ARTICLE IV

MEETINGS

Section 1. Roster of Members. The Association shall maintain a current roster of names and addresses, both physical and electronic/email, if the Member uses email, of every Member upon whom notice of meetings of the Association shall be served. Every Member shall provide the Association with the Member's name and current mailing address and email address, if applicable; no Member may vote at meetings of the Association until the foregoing information is furnished.

Section 2. Place of Meetings. The meetings of the Association shall be held at its principal office or such other suitable place, whether physical or virtual, convenient to the Members as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings of the Association shall be held generally during November of each year or at such date and time determined by the Board of Directors (the "Annual Meeting"). At each Annual Meeting, the Members shall elect one or more members of the Board of Directors in accordance with Article V of these By-Laws. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. The President or designee shall call a special meeting of the Members when directed by resolution of the Board of Directors or when a petition signed by a majority of the Members is presented to the Secretary or designee. The notice of any special meeting shall state the date, time, and place (physical or virtual) and shall describe the purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of the holders of four-fifths (4/5) of the votes of Members present in person, electronically, or by proxy.

Section 5. Notice of Meetings. The Secretary or designee shall deliver, transmit electronically, or mail notice of each annual or special meeting to each Unit Owner of record at the address or electronic address shown on the Association's records. The notice shall state the purpose of the meeting and the date, time, and place of the meeting, including any physical location or virtual platform through which the meeting will be conducted. Notice shall be given not less than ten (10) days nor more than thirty (30) days before the meeting, unless such notice is waived in writing by all Unit Owners. The delivery, electronic transmission, or mailing of notice in the manner provided in this Section shall constitute valid notice, and such notice shall be effective upon the date of delivery, transmission, or mailing.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members present, either in person,

electronically, or by proxy, may adjourn the meeting to a later date and time, no sooner than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Members shall be as follows:

(a) Roll call.

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

(c) Review of minutes of preceding meeting.

(d) Reports of officers.

(e) Reports of committees.

(f) Election of directors (when applicable).

(g) Unfinished business.

(h) New business.

Section 8. Parliamentary Procedure. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

Section 9. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By-Laws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot may be delivered to the Unit Owner by any of the methods set forth above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of Directors, and the time by which the ballot must be received by the Secretary or designee in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary or designee via email or other electronic means. Once received by the Secretary, professional property manager or other designee, a written ballot may not be revoked. Ballots may be completed and/or signed via Docusign or by using a comparable electronic signature service provider. An electronic voting mechanism may be used as long the unit owner's name, address and vote is readily identifiable only to the Board for calculation purposes and such voting records may be stored or readily accessible for viewing by the Board, if required by state statute. The Board shall allow for a Unit Owner to opt out of electronic voting if requested.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, comprised of not less than three (3) but no more than five (5) members. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a partnership, then a general partner of such partnership may be a director and if a Unit Owner or such partner is a corporation, 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 has shared ownership interest, the Unit Owners are prohibited from serving as Directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a Director. If at any time a Director becomes delinquent on any payment to the Association, the Director is required to resign from the Board of Directors position (and any officer position held) unless the Unit Owner's account is brought current within ten (10) days after the payment is due. If a Director shall cease to meet such qualifications during the term, the Director shall thereupon cease to be a Director and that place on the Board of Directors shall be deemed vacant.

Section 2. Election and Term of Office.

(a) Directors elected by the Unit Owners shall be elected by plurality vote. Each Unit shall be entitled to cast its vote for as many persons as there are Directors to be elected and for whose election the Unit Owners of such Unit shall be entitled to vote. Votes shall not be cumulated.

(b) The term of the Director elected shall be for two (2) years. Directors' terms shall be staggered such that at least one-third (1/3) of the Directors are elected in each year. All members of the Board of Directors shall hold office until their respective successors have been elected and have qualified. In the event of a tie between Director candidates, the outcome shall be determined by an Association re-vote.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary to administer the Condominium Property and, among other duties, carry out the following:

(a) establish and enforce (including enforcement through the establishment of a system of fines) rules and regulations and amendments thereto from time to time respecting the operation, use, and occupancy of the Condominium Property;

(b) determine and collect assessments from the Members in accordance with the provisions of the Declaration and shall expend such assessments for insurance, taxes, utility services and for the maintenance, repair, replacement, and improvement of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and the general powers of the Board of Directors;

(c) execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium Property, including acquiring and conveying property, borrowing money, contracting for off-site recreational service and suing on behalf of all Members, satisfy all liens against the Condominium Property and pay necessary expenses connected therewith;

(d) employ a professional property manager, management company, or managing agent on a salaried basis to perform such duties as the Board of Directors shall authorize including but not limited to, the duties listed in this Section; and

(e) perform such other functions as are required or permitted by law or the Declaration.

Section 4. Fees. No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific resolution of the Association.

Section 5. Vacancies. Vacancies in the Board of Directors, for reasons other than the removal of a Director by a vote of the Members, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall serve for the remaining term of the Director being replaced.

Section 6. Removal of Directors. At any regular or special meeting duly called, one or more of the Directors elected by the Members may be removed, with or without cause, by Members holding more than fifty percent (50%) of the votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of the Board of Directors, after one or more Directors have been newly elected, shall be held within ten (10) days of such election, at such place (physical or virtual) determined by the Directors at the meeting at which such Directors were newly elected. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the Board of Directors shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place (physical or virtual) as designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director at least three (3) days prior to the scheduled date of the meeting. Such notice may be delivered personally, by mail, electronically, or by telephone

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director. Such notice may be delivered personally, by mail, electronically, or by telephone, and shall state time, place (physical or virtual) and purpose of the meeting. Upon the written request of the majority of the

Directors, the President or Secretary shall call a special meeting in the same manner and with the same notice.

Section 10. 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 shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by that Director. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required, and any business may be conducted at such meeting.

Section 11. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. When a quorum is present, the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. Presence at a Board of Directors meeting may be in person, or via telephone or video/digital conference. If at any meeting of the Board of Directors there is less than a quorum present, then the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Informal Action. Any action that is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be given by all of the Directors entitled to vote with respect to the subject matter. Such consent may be given via email or other electronic means, and such consent shall have the same force and effect as a unanimous vote. Informal actions taken under this section shall be recorded in the next Board of Directors meeting minutes.

Section 13. Fidelity Bonds. The Board of Directors shall obtain fidelity insurance coverage as set forth in the Declaration. The premiums on such insurance shall be paid by the Association.

ARTICLE VI

OFFICERS

Section 1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors. The Directors may elect an Assistant Treasurer, an Assistant Secretary or such other officers as in their judgment may be necessary. Any officers' duty listed in this Article may be delegated to the professional property manager or management company at the discretion of the Board of Directors.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and of the Board of Directors. The President shall have general supervision over the affairs of the Association, subject to the direction and control of the Board of Directors and shall ensure that all orders and resolutions of the Board are carried into effect. The President may execute contracts and other instruments on behalf of the Association as authorized by the Board of Directors and shall perform such other duties as may be assigned by the Board of Directors or required by the Declaration, these By-Laws or applicable law.

Section 4. Vice President. The Vice President shall perform the duties of the President in the absence, incapacity or failure of the President to act, and when so acting shall have all the powers and responsibilities of the President. If both the President and Vice President are unable to act, the Board of Directors shall appoint a member of the Board to perform the President's duties on an interim basis. The Vice President shall also perform such other duties as may from time to time be assigned by the Board of Directors.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Members and of the Board of Directors, maintain the corporate records of the Association, ensure that notices are duly given in accordance with the provisions of these By-Laws or as required by law, and perform such other duties as may be assigned by the Board of Directors. The Secretary may attest to the execution of instruments on behalf of the Association.

Section 6. Treasurer. The Treasurer shall have oversight of the Association's financial affairs, including monitoring receipts and disbursements, ensuring proper accounting records are maintained and reporting financial information to the Board of Directors. The Treasurer shall oversee the preparation of budgets and financial statements and shall perform such other duties as may be assigned by the Board of Directors. The Treasurer's duties may be delegated to a professional property manager, managing agent or other professional, provided the Board of Directors retains ultimate oversight.

Section 7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

ARTICLE VII

BUDGET, ASSESSMENTS, AND DEPOSITORIES

Section 1. Budget. The Board of Directors shall at least annually prepare and adopt a budget for the operation of the Association. The budget shall be shared with the Members prior to the annual meeting. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities; the cost of insurance of all types; management, maintenance, and security personnel; administration and legal costs; and any other expense item inuring to the benefit of all Members. The Board of Directors shall determine what sums, if any, will be required

for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

Section 2. Assessments. The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board of Directors. The Board of Directors shall inform the Members of the annual assessment amount prior to the annual meeting. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of the deed to the Member's Unit. If such assessment proves inadequate, the Board of Directors at any time may levy a further "special" assessment to be payable in such reasonable manner as the Board of Directors directs. Assessments and installments on such assessments shall be paid on or before the date when such assessments and installments are due. Any assessment or installment not paid when due shall be delinquent, and the Unit Owner may be charged late fees and interest on the unpaid assessment as detailed in the Rules and Regulations. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy in the Rules and Regulations with regard to the number of days that must run following the due date for late fees and interest to be charged and shall establish the amount of the late fee and rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the attorneys' fees and costs of collection incurred by the Association, and to late fees and interest, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board of Directors shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer or agent authorized by the Board of Directors. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board of Directors and shall be withdrawn therefrom only upon check or order signed by the professional property manager, management company or managing agent provided such management company or agent is bonded or by such officers who shall from time to time be designated by the Board of Directors for that purpose. The Board of Directors may require that all payment of assessments imposed by the Board of Directors against Members be paid by such Members directly to a designated depository. For checks signed by officers, the Board of Directors may direct that checks of less than Five Hundred Dollars ($500.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter-signature of designated officers. The Board of Directors may from time to time establish dollar limitations in excess of which the professional property manager, management company or managing agent shall not have

authority to draw checks. The Board of Directors shall notify the designated depository promptly upon the establishment of such limitation.

ARTICLE VIII

OBLIGATIONS OF THE UNIT OWNERS

Section 1. Maintenance and Repair.

(a) Each Member shall perform promptly all maintenance and repair work within the Member's own Unit and within or on the Limited Common Elements appurtenant to the Member's Unit as specifically set forth in Article VII of the Declaration, and is expressly responsible for the damages and liabilities that the failure to do so may cause.

(b) Each Member shall immediately reimburse the Association for any expenditures incurred in repairing, restoring or replacing any part of the Common Elements in any manner damaged by the Member, any resident or guest of the Member, or any other user or occupant of the Member's Unit.

Section 2. Use of Common Areas and Facilities. No Member shall place, store, install or permit to remain any personal property, structure, or object upon the Common Elements, except in the Limited Common Elements appurtenant to the Unit, unless otherwise prohibited. Members may be allowed to place certain decorative items in specified Common Elements, such as the porch areas and outside a Unit's garage, but only as specifically set forth in the Rules and Regulations.

Section 3. Right of Entry.

(a) Each Member grants a right of entry to the Unit to the professional property manager, management company or managing agent employed by the Association or to any other person authorized by the Association or Board of Directors in case of any emergency, whether the Member is present at the time or not. Any damage or loss caused as a result of such entry shall be at the expense only of the Member if, in the judgment of those authorizing the entry, such entry was for emergency purposes and the cost is not the responsibility of the Member as otherwise stated in the Condominium Documents.

(b) Each Member shall permit the professional property manager, management company or managing agent employed by the Association or any other person authorized by the Association or Board of Directors, when so required, to enter the Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time mutually agreed upon between the Board of Directors/management/authorized person and the Member.

Section 4. Rules of Conduct.

(a) There shall be no advertisements or posters of any kind posted or displayed in or on the Condominium Property, except as may be permitted by the Declaration and Rules and Regulations.

(b) Members, residents, and guests shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions, telephones and amplifiers that may disturb other persons.

(c) Domestic animals may be kept only as permitted by the Declaration and Rules and Regulations.

(d) Patios and balconies should not be used for storage nor for the airing or drying of laundry, carpet, rugs or clothing. No awnings, enclosures, bird feeders, birdbaths, wind chimes or other fixtures or objects, other than patio furniture shall be installed on balconies or patios. Gas grills and charcoal grills shall not be allowed on balconies and patios as set for in the Rules and Regulations.

(e) It is prohibited to store trash receptables outside of garage, except during trash pick-up day. Trash cans must be returned to the garage by end of trash pick-up day.

(f) No Member shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units, etc., on the exterior of the Condominium property or that protrude through the walls or the roof of any building.

(g) No Member, resident, or guest may bring onto or store any hazardous substances on the Condominium Property.

(h) All vehicles owned by a Member or resident shall be parked within the Unit's garage at all times, except when temporarily parked elsewhere for loading or unloading. Parking is not permitted on the approach to a garage.

Section 5. Leasing Prohibited; Owner Occupancy Required. All Units must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the Unit Owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the Unit. **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.**

(a) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of these sections and allow a Unit to be leased upon request of a

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

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

Section 6. Remedies. Failure to comply with any of these By-Laws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board of Directors shall be grounds for assessing fines or other action to recover sums due for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Member, consistent with Article XVI of the Declaration.

ARTICLE IX

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the affirmative vote of at least sixty-seven percent (67%) of the total Unit Owners.

ARTICLE X

MORTGAGES AND STATEMENT OF UNPAID ASSESSMENTS

Section 1. Notice to Association. Any Member who permits or causes a Unit to be encumbered by a mortgage shall notify the Secretary or management company promptly upon such request of each such mortgage and the name and address of each such mortgagee. Such notice may also be served by any such mortgagee. The Secretary or the management company shall maintain a record of any names and addresses of all mortgagees of which they shall have received notice.

Section 2. Notice of Unpaid Assessments. Upon ten (10) days of written request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Unit,

the Association shall provide to such mortgagee, proposed mortgagee or purchaser, a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any such mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement shall disburse mortgage loan proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in such statement. If the Association does not provide such a statement within ten (10) business days after such request, then the Association is barred from claiming against any such mortgagee, proposed mortgagee or purchaser under any lien which is not properly filed in accordance with law prior to the request for the statement.

Section 3. Notice of Mortgagee. Any mortgagee of a Unit who so requests in advance and in writing shall be entitled to written statement from the Association of any sixty (60) day delinquency in the payment of assessment owed by the Unit Owner or, if applicable, any then occupant of the Unit, or any breach in the provisions set forth in these By-Laws, the Declaration, any amendments to the foregoing or all rules and regulations of the Association, which is not cured within sixty (60) days of such breach; provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Mortgagee shall also receive notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium or the Unit securing its mortgage; (ii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (iii) any proposed action that would require the consent of a specified number of eligible mortgage holders, as set out in the Declaration. Any notice provided to a mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to the mortgagee at the address shown in the Association's records and shall be deemed effective as of the date of mailing or delivery.

ARTICLE XI

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Act. In case any of these By-Laws conflict with the provisions of such Act or of the Condominium Declaration, the provisions of such Act or Declaration shall control; and in case of any conflict between the Act and the Declaration the provisions of the Act shall control.

ARTICLE XII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December of each year.

These Amended and Restated By-Laws were adopted by the affirmative vote of at least 67% of the Unit Owners on _____, 202_.

SIXTH AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

RIVERWALK CONDOMINIUMS

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Kaman & Cusimano LLC
111 E. Kilbourn Avenue,
Suite 1700
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

Unapproved DRAFT presented to owners for approval on August 1, 2026.

Declaration
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SIXTH AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

RIVERWALK CONDOMINIUMS

RiverWalk Condominiums (the "Condominium") was created by a Declaration of Condominium, recorded on September 15, 1993 with the Register of Deeds for Milwaukee County as Document No. 7438367, as amended on February 20, 1998 as Document No. 7492126, as amended by the Second Amendment on August 11, 1998 as Document No. 7580638, as amended by the Third Amendment on March 29, 1999 as Document No. 7718440, as amended by the Fourth Amendment on November 11, 1999 as Document No. 7834308, and as amended by the Fifth Amendment on May 2, 2000 as Document No. 7903425 (as amended, the "Declaration").

WITNESSETH:

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to RiverWalk Condominiums Owner's Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent Unit Owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

The Condominium is divided into the following separate freehold estates:

1. Forty-two (42) separate freehold estates (collectively called the "Units" and individually called a "Unit"), consisting of the space or area of a Building contained within the boundaries of each such Unit as follows:

a. The vertical boundaries shall be the interior perimeter walls of the Unit, including the drywall, on each floor or floors of the Unit.

b. The horizontal boundaries shall be: (i) lower boundary - the plane or planes of the upper surface of the base level floor or floors; and (ii) upper boundary - the plane or planes of the interior ceilings, including any drywall.

c. All windows, window frames, doors, door frames including all glass and locks in windows and doors, shall be considered a part of the Unit.

d. Each garage shown on the Condominium Plat (as amended through various Addendums, the "Plat") shall be a part of the Unit to which it has immediate access as shown on the Plat.

e. Each basement shown on the Plat shall be a part of the Unit to which it has immediate access as shown on the Plat. (Note: Not all Units have basements.)

2. A freehold estate in the "Common Elements" of the Condominium as hereinafter described.

ARTICLE II

DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS

The Buildings and other improvements are shown on the site map and survey included on the Plat.

The respective addresses of the Units are described on Exhibit B appended hereto.

The Units, their respective designations and locations within the Building and the Common Elements to which the Units have access are shown on the Floor plans of the Condominium included with the Plat.

Each Unit is separately metered for utilities. Trash and snow management, general landscaping and maintenance are common expenses of the Condominium.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all of the Common Elements, except the Limited Common Elements as described below.

The attic space above the upper-level Units is a Common Element and Unit Owners should not access, obstruct, or keep personal items within the attic space. The Utility Room(s) (also known as the "Riser Room(s)") as shown on the Plat is a Common Element, which contains the sewer main line clean-out, the water main line, water meters, fire protection equipment, fire alarm panel, lawn sprinkling system drain and valve assembly. The access door to a Utility/Riser Room is located in the

Unit Owner's garage and the Unit Owner with such access shall permit the professional property manager, management company or managing agent employed by the Association or any other person authorized by the Association or Board of Directors to enter the garage of the Unit for the purpose of gaining access to the Utility/Riser Room, and shall maintain an unobstructed path to the Utility/Riser Room. To facilitate such access, the garage door, the garage door opener, and access keypad must be fully operational at all times. If the garage door is not operational, the Unit Owner shall provide the President of the Association and such person or persons employed or authorized by the Association or Board of Directors with a key to the Unit door and the interior door from the Unit to the garage.

ARTICLE IV

DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements are reserved for the exclusive use of the Unit Owner or occupant of the Unit to which they are appurtenant. The Limited Common Elements consist of the outside balcony and patio immediately adjacent and appurtenant to each Unit to which it has access by a door from the Unit.

ARTICLE V

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a 1/42nd undivided interest in the Common Elements. Ownership or transfer of a Unit via land contract is not allowed.

2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to Common Elements shall be shared among all Unit Owners according to the percentage of their undivided interest in the Common Elements, as expressed above.

3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit Owner in the Common Elements as aforesaid.

ARTICLE VI

ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by the Association. The Association shall be governed by a Board of Directors (the "Board of Directors"). The Board of Directors shall adopt By-Laws and Rules and Regulations in furtherance thereof.

2. Membership and Voting. Each Unit Owner shall be a member of the Association. One (1) vote shall appertain to each Unit. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the By-Laws.

3. Association Management. The Board of Directors may employ a professional property manager, management company, or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement must be terminable without fee upon no more than ninety (90) days' notice and the term thereof may not exceed three (3) years.

4. Condominium Instruments. The Association shall make available to Unit Owners and to holders, insurers, or guarantors of any mortgage of a Unit, current copies of this Declaration, the By-Laws, Rules and Regulations, 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.

5. Audit. The holders of any first mortgage shall be entitled, upon written request, to an audited financial statement for the fiscal year immediately preceding the current fiscal year of the Association, prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. A "first mortgage" is one that is entitled to priority over all other mortgages for such Unit, without regard to other liens and encumbrances.

6. Easements. The Association, by and through the Board of Directors, shall have the right to grant permits, licenses, and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable. Such easements may include easements for walkways, jogging trails, or bike paths which are available for use by residents of adjacent lands.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibility. Each Unit Owner shall:

a. Maintain, repair, and replace all components and installations within or used solely by the Unit, including but not limited to, all utility lines and related installations; the Unit's heating and air conditioning systems, including the air conditioning unit (compressor, condenser, and refrigerant lines); electric garage door opener; fixtures; appliances; water heater; dryer venting; bathroom venting; furnace venting; chimney flue and chimney vent pipe serving a single unit; sump pump; and doorbell, keeping all items in good, safe, and operable condition.

b. Paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit and repair and replace drywall as needed.

c. Maintain, repair, and replace Limited Common Elements appurtenant to the Unit, including, but not limited to, patio and balcony flooring and railings, as well as exterior light fixtures located in the patio or balcony areas.

d. Repair or replace any portion of the Common Elements damaged through the fault or negligence of the Unit Owner or the Unit Owner's family, residents, guests or invitees or any other occupants of the Unit.

Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit Owner if within this section. If a Unit is damaged by a condition originating from the Common Element, the Association is responsible for repairing the Common Element and the Unit Owner is responsible for repairing the Unit, unless the Common Element damage resulted from negligence on behalf of the Association.

2. Association Responsibility. The Association shall maintain in good condition and operate, repair, and replace all the Common Elements and Limited Common Elements, except as provided above.

3. Structural Changes by Unit Owners. A Unit owner shall make no changes within such Unit which will affect the structural soundness of a building of which it is a part and shall promptly notify the Association of any need for repairs, the responsibility for which is that of the Association.

4. Decorations, Signs, Patios and Balconies, and Parking. No Unit Owner shall decorate, modify or alter the Common Elements without the prior written approval of the Board of Directors. No Unit Owner may erect, post, or display posters, signs, or advertising materials on Condominium Property, except as specifically set forth in the Rules and Regulations. No awnings, enclosures, bird feeders, birdbaths, wind chimes or other fixtures or objects, other than patio furniture, shall be installed on balconies or patios. Gas grills and charcoal grills shall not be used on balconies and patios as set forth in the Rules and Regulations. Patios and balconies shall not be used for storage, including but not limited to motorcycles, baby carriages, bicycles, wagons, similar items, nor for the airing or drying laundry, carpet, rugs or clothing. All vehicles owned or operated by a Unit Owner or resident shall be kept within the Unit's garage or parked off-site, except when temporarily loading or unloading. The above is subject to the By-Laws and any Rules and Regulations adopted by the Board of Directors.

5. Structural Changes by Association. The Association shall not make or permit any alterations to the exterior of any building or make any other substantial alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any Unit Owner unless the Unit Owner's written consent has been obtained

6. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements and Limited Common Elements.

ARTICLE VIII

ASSESSMENTS

1. Liability; Late Payments. The By-Laws shall set forth the manner of making and collecting assessments against the Unit Owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the By-Laws or Rules and Regulations shall be made on an annual basis or as

needed but shall be due and payable in monthly installments or as determined by the Board of Directors. Each Unit Owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit Owner may be charged late fees and interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for late fees and interest to be charged and shall establish the amount of the late fee and rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the attorneys' fees and costs of collection incurred by the Association, and to the late fees and interest, if any, and then to the assessment payment first due.

2. Liens. If a Unit Owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the By-Laws. The lien for unpaid assessments provided in the Act shall also secure the actual costs of collection, including attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Unit Owner subject to a lien will remain obligated to pay assessments as they come due, and any unpaid assessments, late fees, interest, costs of collection, and attorneys' fees shall be added to and be a part of the condominium lien. To the extent permitted by and as set forth in the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party, except as otherwise may be set forth in the Act. The obligation of the former Unit Owner to pay such assessment is not hereby extinguished.

4. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the Owner of the Unit being sold.

5. Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a transfer fee to the Association in an amount equal to two (2) months' installments of the regular annual assessments at that time. The fee payment shall be non-refundable, shall be made to the Association at closing (or in any event, concurrent with the transfer), and shall be deposited by the Association into the operating account and/or the reserve account, at the discretion of the Board of Directors. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

a. When the transfer is to or from a trust where the sole beneficiary is the donor and Unit Owner, or to or from an LLC where the Unit Owner is the controlling manager/member, and no funds are exchanged on the transfer;

b. When the transfer is solely between legally married spouses, domestic partners, and/or current Unit Owners;

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

d. When the transfer is to or from the Association.

ARTICLE IX

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Purposes Only. Each Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein or as may be set forth in the By-Laws or Rules and Regulations.

2. Leases of Units. Units may only be leased to the extent allowed by the By-Laws and Rules and Regulations. No rooms in any Unit may be rented and no transient tenants may be accommodated.

3. Animals. No animals, reptiles, or birds shall be permitted within the Condominium, except as hereinafter set forth. The Association may issue a permit for the keeping of any animals. Such permit shall allow the keeping of animals in accordance with Rules and Regulations to be established by the Board of Directors. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal causes unreasonable noise, becomes offensive, creates a nuisance or is otherwise harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. All permitted animals shall be housed indoors and, if allowed outdoors, shall be kept on a leash and in control of the animal handler at all times while outdoors. Animals shall be permitted on balconies and patios only if the animal handler is physically on the balcony or patio and in control of the animal. Animals must be taken off Association grounds for elimination purposes. Any animal excrement in Common Element areas shall be removed immediately by the animal handler.

4. No Obstructions. No Unit Owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other Unit Owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walkways, drives, and porches shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles shall not be stored, parked or placed on the Condominium. All vehicles owned by a Unit Owner or resident must be kept inside the unit's garage or parked off-site, except when temporarily loading or unloading. Licensed boats, boat trailers, vans (other than minivans), trucks and other similar vehicles may be stored, parked or placed on the Condominium provided that they are so stored, parked or placed only in a garage and further provided that such storing, parking or placing does not cause an automobile to be parked outside of a garage when but for the storing, parking or placing of the other vehicle, the automobile could have been parked in the garage. No vans (other than minivans),

trucks, portable storage units or storage pods may be stored, parked or placed overnight on the Condominium without prior approval from the Board of Directors. No vehicle shall block access to or exit from another Unit or the approach thereto. No maintenance of any vehicle shall be permitted anywhere on the Condominium except oil changes, detailing, and light maintenance performed in the Unit Owner's garage. The above is subject to the Rules and Regulations adopted by the Board of Directors pursuant to the By-Laws.

5. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials, or trash is prohibited. Trash containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, or elsewhere. Unit Owners shall see to it that all trash and other waste disposed of by the Unit Owners or occupants of their Unit is properly disposed of only in enclosed and securely covered trash containers.

6. Satellite Dishes, Antennas, and Temporary Structures. No satellite dishes, television antennas, or aerials for radios shall be erected on any roof or any other portion of the Condominium, except for community antennas or cable receivers installed by the Association or satellite dishes or individual antennas erected or installed in accordance with the Rules and Regulations. No structure, trailer, tent, shack, or barn, temporary or otherwise, except for those maintained by the Association, shall be placed or maintained on any portion of the Condominium. Additionally, no clothes hangers or clothesline shall be placed or maintained on the Common Elements.

7. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits, or public utility lines running through a Unit which serve more than one Unit shall be deemed owned as tenants in common by all Unit Owners.

8. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part or all of a Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the Unit Owners in such Building.

9. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by other Unit Owners.

10. Noxious Activity. No use or practice shall be allowed on the Condominium that: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors or requires any alteration of or addition to any Common Element, or (c) is in violation of the By-Laws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable disturbance to the peaceful possession or proper use of the Condominium by other Unit Owners or occupants, including but not limited to the operation of musical instruments, televisions, or radios, or other sound-producing devices at times or in such volumes of sound as to be objectionable, or odors, smoke, or other airborne irritants.

11. Acts Affecting Insurance. No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any Unit Owner, as permitted by the provisions of Article XI hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of the failure of any Unit Owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit Owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws, or the Rules and Regulations, then the Unit Owner of that particular Unit shall reimburse the Association and such other Unit Owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit Owners, as the case may be. The amount of any such reimbursement due to the Association may, without prejudice to any other remedy of the Association, be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

12. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit Owner or Unit Owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium. Notwithstanding the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and the Association shall cooperate with such Unit Owner in such proceedings, provided that:

a. Such Unit Owner shall pay and shall defend, save harmless, and indemnify the Board of Directors, the Association and each other Unit Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and

b. Such Unit Owner shall keep the Board of Directors advised as to the status of such proceedings. ((i) and (ii) above collectively called the "Conditions as to Contest").

Such Unit Owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that (a) noncompliance shall not create a

dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (b) no part of any Building shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest ((a) and (b) are called the "Conditions as to Deferral of Compliance"). The Association may also contest any Legal Requirements without being subject to the Conditions as to Contest and may also defer compliance with any Legal Requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Association shall be a common expense.

ARTICLE X

RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty or any other disaster affecting one or more Units in a Building or other improvements on the Common Elements (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damaged Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Insufficient Insurance Proceeds. If the insurance proceeds are insufficient to reconstruct or repair the Damaged Premises, then:

a. The Condominium shall be subject to an action for partition upon obtaining the written consent of at least three-quarters (3/4) of the Unit Owners entitled to a vote. In the case of partition, the net proceeds of sale together with any net proceeds of insurance (the 'Partition Proceeds") shall be considered as one fund and shall be divided among all Unit Owners in accordance with the following formula:

Unit square footage x 100		Percentage
Total square footage	=	undivided interest
of all Units		in Partition Proceeds

The provisions of Article VIII shall apply to all sums assessed for any deficiency. If the Damaged Premises are Common Elements, the deficiency shall be shared by all Unit Owners in accordance with their respective interests in the Common Elements.

3. Substantial Damages. If two-thirds (2/3) or more of the Buildings and other improvements above foundation are destroyed, regardless of the sufficiency of any insurance proceeds for reconstruction and repair of the Damaged Premises, such reconstruction and repair shall take place unless within ninety (90) days from the date of the loss, at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned) or Unit Owners of the Units have given their written approval not to reconstruct and repair the Damaged Premises. If such approval is given within ninety (90) days, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 2(a) above.

4. Condemnation. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. The process for handling the total or partial condemnation of the condominium shall be that set forth in Section 703.19, Wisconsin Statutes, as the same may be amended from time to time.

ARTICLE XI

INSURANCE

1. Property Damage Insurance. The Board of Directors shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated, nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every five (5) years, to determine the full replacement value of the Property insured.

2. Additional Insurance. In addition to the insurance required above, the Board of Directors shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

a. Worker's compensation insurance;

b. Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

c. Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

d. Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association

funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

e. Such other insurance, including cyber or automobile insurance, as it deems necessary.

3. Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board of Directors in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

4. Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

a. The personal property within the Unit;

b. Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);

c. Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);

d. Special perils contents coverage; and

e. Sewer backup and sump pump failure coverage.

ARTICLE XII

RIGHTS OF DECLARANT (*Deleted as no longer relevant)

ARTICLE XIII

EXPANSION OF CONDOMINIUM (*Deleted as no longer relevant)

ARTICLE XIV

RIGHTS OF MORTGAGEES

1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a Unit mortgage and the Unit number or address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any sixty (60) day delinquency in the payment of assessments owed by any Unit Owner on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Unit Owner within sixty (60) days of such breach;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below or in Article XV hereof.

2. Other Provisions. Mortgage holders shall also be afforded the following rights:

a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

ARTICLE XV

AMENDMENT OF DECLARATION

1. Procedure. This Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit Owners and mortgagees, to the extent set forth in the Act. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

2. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

ARTICLE XVI

CLAIMS AND REMEDIES

1. Unit Owner Claims: Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board of Directors where the claim relates to or arises from the member's service on the Board, that claim must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The Unit Owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one (1) year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above. With respect to any claim against the Association, the claim shall be limited to general damages; all Unit Owners and residents waive any claim for consequential or incidental damages.

2. Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a 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 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.

3. Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, By-Laws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Documents.

ARTICLE XVII

SERVICE OF PROCESS

Service of process shall be made on the registered agent for the Association as stated on file with the Wisconsin Department of Financial Institutions. At the time of recording this Restated Declaration, the Association's registered agent is Elite Properties, Inc., 700 Larry Ct., Waukesha, WI 53186.

ARTICLE XVIII

RIGHT OF ENTRY

The Association reserves the right of entry to each Unit by the professional property manager, management company or managing agent employed by the Association or any other person authorized by the Association or Board of Directors to make inspections, installations, alterations or repairs, upon reasonable written notice to the Unit Owner or occupant thereof, provided either via mail or electronically; provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the Unit Owner or occupant of the Unit is or is not present and without liability to the Association, the Board of Directors or their agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit Owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes or if the cost is the responsibility of the Unit Owner as otherwise stated in the Condominium Documents.

ARTICLE XIX

CONSTRUCTION AND EFFECT

1. 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.

2. Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

3. Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

This Sixth Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit Owners with not less than seventy-five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Sixth Amended and Restated Declaration of Condominium for RiverWalk Condominiums this _____ day of _____, 202__.

RIVERWALK CONDOMINIUMS OWNER'S ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: _____ (President)

_____ (Print)

STATE OF WISCONSIN)

) ss.

COUNTY OF _____)

This document was acknowledged before me by _____, as President of RiverWalk Condominiums Owner's Association, Inc. on this _____ day of _____, 202__.

_____

Notary Public, State of Wisconsin

Name: _____

My Commission Expires: _____

ATTEST:

RIVERWALK CONDOMINIUMS OWNER'S ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: _____ (Secretary)

_____ (Print)

STATE OF WISCONSIN)

) ss.

COUNTY OF _____)

This document was acknowledged before me by _____, as Secretary of RiverWalk Condominiums Owner's Association, Inc. on this _____ day of _____, 202__.

_____

Notary Public, State of Wisconsin

Name: _____

My Commission Expires: _____

This instrument was drafted by:
Lydia J. Chartre, Esq.
Kaman & Cusimano LLC
111 E. Kilbourn Avenue,
Suite 1700
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Units 3101, 3103, 3105, 3107, 3109, 3111, 3110, 3112, 3114, 3116, 3118, 3120, 3121, 3123, 3125, 3127, 3129, 3131, 3130, 3132, 3134, 3136, 3138, 3140, 3141, 3143, 3145, 3147, 3149, 3151, 3150, 3152, 3154, 3156, 3158, 3160, 3161, 3163, 3165, 3167, 3169, 3171, in the RiverWalk Condominiums created by a "Declaration of Condominium" recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 22, 1997 as Document No. 7438367, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto, being in the City of West Allis, Milwaukee County, Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
5230099000	3110 S. Toldt Parkway
5230100000	3112 S. Toldt Parkway
5230101000	3114 S. Toldt Parkway
5230102000	3116 S. Toldt Parkway
5230103000	3118 S. Toldt Parkway
5230104000	3120 S. Toldt Parkway
5230105000	3130 S. Toldt Parkway
5230106000	3132 S. Toldt Parkway
5230107000	3134 S. Toldt Parkway
5230108000	3136 S. Toldt Parkway
5230109000	3138 S. Toldt Parkway
5230110000	3140 S. Toldt Parkway
5230111000	3101 S. Toldt Parkway
5230112000	3103 S. Toldt Parkway
5230113000	3105 S. Toldt Parkway
5230114000	3107 S. Toldt Parkway
5230115000	3109 S. Toldt Parkway
5230116000	3111 S. Toldt Parkway
5230117000	3150 S. Toldt Parkway
5230118000	3152 S. Toldt Parkway
5230119000	3154 S. Toldt Parkway
5230120000	3156 S. Toldt Parkway
5230121000	3158 S. Toldt Parkway
5230122000	3160 S. Toldt Parkway
5230129000	3121 S. Toldt Parkway
5230130000	3123 S. Toldt Parkway
5230131000	3125 S. Toldt Parkway
5230132000	3127 S. Toldt Parkway

5230133000	3129 S. Toldt Parkway
5230134000	3131 S. Toldt Parkway
5230135000	3161 S. Toldt Parkway
5230136000	3163 S. Toldt Parkway
5230137000	3165 S. Toldt Parkway
5230138000	3167 S. Toldt Parkway
5230139000	3169 S. Toldt Parkway
5230140000	3171 S. Toldt Parkway
5230141000	3141 S. Toldt Parkway
5230142000	3143 S. Toldt Parkway
5230143000	3145 S. Toldt Parkway
5230144000	3147 S. Toldt Parkway
5230145000	3149 S. Toldt Parkway
5230146000	3151 S. Toldt Parkway