AMENDED AND RESTATED BYLAWS

OF

DOUGLAS PLAZA RESIDENTIAL CONDOMINIUM

ELM GROVE, WISCONSIN

AMENDED AND RESTATED BY-LAWS
OF
DOUGLAS PLAZA RESIDENTIAL CONDOMINIUM ASSOCIATION, INC.

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OF
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ARTICLE I

NAME AND LOCATION

The name of the Association is DOUGLAS PLAZA RESIDENTIAL CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Association and the mailing address of the Association shall be as stated on file with the Wisconsin Department of Financial Institutions, but meetings of members and directors may be held at other places within the State of Wisconsin, or virtually.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Douglas Plaza Residential Condominium Association, Inc., a non-stock corporation organized under the non-stock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Condominium Ownership, and any supplements thereto or amendments thereof.

Section 3. "Common Element" shall mean and refer to all real property maintained by the Association for the common use of the Owners. Examples of "Common Elements" include, but are not limited to, hallways, elevators, stairwells, garages, and entrance lobbies.

Section 4. "Limited Common Element" shall mean those common elements identified herein as reserved for the exclusive use of one (1) or more, but less than all, of the Unit Owners and include, for example, the porches, balconies, storage lockers, and parking spaces.

Section 5. "Unit" shall mean and refer to any Unit shown upon the recorded plat or plats of survey of the property.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities.

Section 7. "Declaration" shall mean and refer to the Declaration of Condominium Ownership applicable to the Property to be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. ANNUAL MEETING: The annual meeting of the members shall be held each year at a date and time set by the Board of Directors. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

Section 2. SPECIAL MEETING: Special meetings of the members may be called at any time by the Board of Directors or by the President. or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes

Section 3. PLACE OF MEETINGS: Meetings of the Unit owners shall be held at or a suitable place convenient to the Owners, whether physical or virtual, as may be designated by the Board of Directors.

Section 4. NOTICE OF MEETINGS: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by delivering written notice, either personally, electronically, or by mail at least ten (10) days before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place (whether physical or virtual), day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Unit Owners.

Section 5. QUORUM: The in-person or electronic presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. PROXIES: At all meetings of members, each member may vote in person, electronically (remotely, via electronic means) or by proxy. All proxies shall be in writing and filed with the Property Manager or a Board Member either by personal delivery, mail, or electronic delivery. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a mortgagee), shall be revocable and shall automatically cease upon conveyance by the member of this Unit.

Section 7. MAJORITY OF UNIT OWNERS: As used in these By-Laws the term "majority of the Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person, electronically, or by proxy and voting at any meeting of the Unit Owners.

Section 8. ORDER OF BUSINESS: The Order of Business at all meetings of the Unit Owners shall be as follows:

(a) Roll call.

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

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Report of committees.

(f) Election of Directors (when applicable).

(g) Unfinished business.

(h) New business.

ARTICLE IV

BOARD OF DIRECTORS SELECTION - TERM OF OFFICE

Section 1. NUMBER AND SELECTION: The affairs of this Association shall be managed by a Board of five (5) Directors. Each member of the Board of Directors shall be a Unit Owner. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a 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 their board position (and any officer position held) unless the director brings their account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during their term, the director shall thereupon cease to be a director and their place on the Board shall be deemed vacant.

Section 2. ELECTION AND TERM OF OFFICE. Each member of the Board of Directors shall be elected to serve for a term of three (3) years. The Directors' terms shall be staggered such that at least 1/3 of the Directors are elected in each year. Except in the event of death, resignation or removal, each Director shall hold office until their respective successor has been elected by the Unit Owners.

Section 3. REMOVAL: Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association, or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, their successor shall be appointed by the remaining members of the Board and shall serve until the next annual meeting of the Association at which time a successor shall be appointed to serve for the unexpired term of the Director who died, resigned or was removed.

Section 4. COMPENSATION: No Director shall receive compensation for any service they may render to the Association as such. However, any Director may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 5. ACTION TAKEN WITHOUT A MEETING: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Such written approval may be provided via email or other electronic means. Any action so approved all have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. REGULAR MEETING: Regular meetings of the Board of Directors shall be held periodically without notice, at such place (whether physical or virtual) and hour as may be fixed from time to time by resolution of the Board.

Section 2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by one-third of the Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 3. QUORUM: A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Presence at a Board meeting may be in person, or via telephone or video/digital conference.

Section 4. WAIVER OF NOTICE: Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors verbally or in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by them of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS: In addition to their other authority, the Directors shall have power to:

(a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Unit Owners;

(b) Employ and dismiss employees and agents;

(c) Adopt and publish rules and regulations governing the use of Units, Common Elements, Limited Common Elements, and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration;

(e) Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties;

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the property;

(h) Open bank accounts on behalf of the Property and to designate the signatories required therefor;

(i) Purchase, or otherwise acquire in the name of the Board of Directors, or its designee, on behalf of all Unit Owners, Units offered for sale or surrendered by the Owners to the Board of Directors;

(j) Purchase Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, on behalf of all Unit Owners;

(k) Sell, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise deal with Units acquired by and to sublease Units leased by the Board of Directors or its designee, on behalf of all Unit Owners;

(l) Acquire or convey property, and borrow money on behalf of the Association (and with 75% assent of the Unit Owners, can pledge real or personal property as security for the loan per the Articles of Incorporation).

Section 2. DUTIES: It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual period, and

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Elements to be maintained;

(h) Suspend the voting rights of an Owner upon the recording of a statement of condominium lien on the Owner's Unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full.

(i) Grant easements through or over Common Elements Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the condominium;

(j) Make contract and incur liabilities in connection with the operation of the condominium; and

(k) Maintain a current roster of names and addresses of Unit Owners to which all notices shall be sent.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICES: The officers of the Association shall be a President, Vice-President and Secretary, who shall at all times be members of the Board of Directors, and a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. TERM: The officers of this Association shall be elected annually by the Board and each shall hold office until the member is elected, unless the member shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer the member replaces.

Section 7. MULTIPLE OFFICES: The offices of Vice President and Secretary, Vice President and Treasurer, and Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES: The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out and shall sign all documents as required.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of their absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of the President by the Board;

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, serve notice of meetings of the Board and of the members, keep appropriate current records in conjunction with the management company, showing the members of the Association together with their addresses and perform such other duties as required by the Board;

(d) Treasurer. The Treasurer's duties as described herein shall be delegated in large part to the Association's Property Management Company, who shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall assist the Board in preparing an annual budget and shall prepare a statement of income and expenditures, to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The Association shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, Articles and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear late fees and interest as provided in the Declaration and the Rules and Regulations. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and late fees, interest, costs and actual attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for therein by non use of the Common Elements or abandonment of their Unit.

ARTICLE XI

ABATEMENT AND ENJOINING OF VIOLATIONS

The violation of any rule or regulation adopted by the Board of Directors or the breach of any By-Law contained herein or the breach of any provision of the Declaration shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; and/or (b) to fine the Unit Owner for such violation, and/or (c) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings as detailed in the Declaration.

ARTICLE XII

SALE AND LEASE OF UNITS; OTHER USE RESTRICTIONS

Section 1. SALES: No Unit Owner may sell their Unit or any interest therein except by complying with the provisions of this section. A Unit Owner's sale of their Unit shall include the sale of: (a) the undivided interest in the Common Elements and facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Board of Directors, or its designee, on behalf of all Unit Owners, or the proceeds of the sale and (c) the interest of such

Unit Owner in any other assets of the Property, hereinafter collectively called the "appurtenant interests."

Section 2. Leasing of units is only allowed to the extent set forth in the Declaration.

Section 3. PAYMENT OF ASSESSMENTS: No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, or sell their Unit unless and until the owner shall have paid in full to the Association all unpaid common charges theretofore assessed by the Association against their unit and until the owner shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 4. NOTIFICATION OF CONVEYANCE: Within five (5) days after a sale, transfer or conveyance of any legal or equitable interest in a Unit, transfers by land contract being prohibited by the Declaration, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's and mortgagee's name and mailing and email address; and (d) the name and address of the Designee of such purchaser, if any; and (e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

Section 5. SMOKING PROHIBITED. Smoking is prohibited everywhere on the Property including, but not limited to, in (i) the individual Units; (ii) indoor and outdoor exclusive use areas appurtenant to any unit or units, including any balcony, porch, storage or parking space; and (iii) all other indoor and outdoor common areas and facilities. No unit owner shall smoke or permit smoking by any occupant, agent, invitee, licensee, guest, friend or family member, anywhere on the Condominium property. For purposes hereof, smoking shall include the inhaling, exhaling, breathing, carrying, or possessing of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco or marijuana, or other similar heated or lit product (e.g., e-cigarette), whether or not containing tobacco or marijuana.

(a) While this restriction is intended to render the Condominium premises (except to the extent provided in the immediately preceding paragraph) smoke free, the Board of Directors is not a guarantor of a smoke-free environment hereunder. The Board of Directors shall have the right, but not the obligation, to enforce this restriction if the Board determines, in its sole discretion, that it is appropriate to do so in any individual case or circumstance. If Board of Directors determines to take any such action, then in addition to its other rights and remedies under the constituent documents of the Condominium, at law and in equity, the Board of Directors shall be entitled to recover its costs and expenses, including all attorneys' fees and court costs, incurred in enforcing this restriction.

(b) If the Board of Directors determines, in its sole discretion and for any reason, not to pursue enforcement of this restriction in any individual case or circumstance, any unit owner may bring his or her own separate action to enforce this restriction against any other unit owner who violates (or whose unit occupant, agent, invitee, licensee, guest, friend, or family member violates) this provision. If a unit owner who brings such an action succeeds in establishing that the other unit owner has violated this restriction, the unit owner bringing such action shall be entitled to recover his or her costs and expenses, including reasonable attorneys' fees and court costs, incurred in such action from the other unit owner.

(c) No unit owner, occupant, agent, invitee, licensee, guest, friend, family member or other person shall be entitled to recover from the Board of Directors any attorneys' fees, court costs, or other costs or expenses incurred in any action brought by, or against the Board of Directors under or pursuant to this restriction, including, without limitation, any action to enforce this restriction or any action for failure to enforce this restriction, regardless of whether or not any such unit owner, occupant, agent, invitee, licensee, guest, friend, family member or other person prevails in such action.

(d) Grandfathering Provision: Notwithstanding the foregoing, any resident of a unit who is a smoker at the time of the adoption of these Amended and Restated Bylaws shall be temporarily exempt from enforcement of this smoking restriction in the unit by the Board of Directors, if the unit owner of such unit signs and delivers to the Board of Directors a notice identifying each smoker then residing in the unit, and such notice is delivered to the Board of Directors no later than ten (10) days after the adoption of the Bylaws. Such a resident is referred to hereafter as a "Grandfathered Resident." Grandfathered Residents must maintain and use air filtration devices in their units. Any temporary exemption of a Grandfathered Resident hereunder shall apply only to smoking within the unit, and shall be subject to such conditions as the Board of Directors, in its sole discretion, may impose by written condition, rule or regulation, and the following conditions:

(1) The temporary exemption shall apply only to smoking inside the unit, and the Grandfathered Resident shall be subject to all other provisions of this smoking restriction at all times; and

(2) The temporary exemption shall terminate when the Grandfathered Resident vacates, or no longer resides in the unit; and

(3) The Board of Directors, acting in its sole discretion, may terminate the partial and temporary exemption of a Grandfathered Resident upon the occurrence of any one of the following: (a) the Board of Directors receives one or more complaints of second hand smoke detectable in other units or common areas; or (b) the Grandfathered Resident or unit owner of such unit violates any condition contained in this grandfathering provision, violates any other provisions of this smoking restriction, or violates any written condition, rule, or regulation adopted by the Board applicable to the Grandfathered Resident.

ARTICLE XIII

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case there is any conflict between the provision of these By-Laws, the Act, the Declaration, the Plat or the Articles, the following shall apply:

(a) The provisions of the Act control over the provisions of the Declaration, the Plat, the By-Laws and the Articles;

(b) The provisions of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;

(c) The provisions of the Plat control over the provisions of the By-Laws and the Articles; and

(d) The provisions of the Articles control over the provisions of the By-Laws.

ARTICLE XIV

AMENDMENTS

These By-Laws may be amended by affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes.

ARTICLE XV

FISCAL YEAR

The fiscal year of the corporation shall be the annual periods beginning January 1 and ending December 31.

ARTICLE XVI

CORPORATE SEAL

The Association shall not have a seal; and where a seal is required, there shall be a notation thereon to the effect that the Association has no seal.

These Amended and Restated Bylaws were adopted by an affirmative vote of 67% of the Unit Owners at an owners' meeting held on April 8th, 2025.