

BY-LAWS
OF
RIVER MILL ASSOCIATION OF CONDOMINIUM OWNERS, INC.

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	NAME AND PURPOSE.....	24
II	MEMBERS, VOTING AND MEETINGS	
	1. Members.....	24
	A. Unit Owner Members.....	24
	B. One Membership Per Combined Unit.....	24
	C. Transfer of Membership.....	25
	2. Voting Rights.....	25
	3. Quorum and Proxies for Member's Meetings..	25
	4. Time, Place, Notice and Calling of Members' Meetings.....	25
	5. Order of Business.....	26
	6. Majority Vote Prevails.....	26
	7. Powers of the Association.....	26
III	BOARD OF DIRECTORS	
	1. Number and Qualifications of Directors....	27
	2. Powers and Duties of the Board of Directors.....	27
	3. Election and Term of Directors.....	27
	4. Vacancies on Board.....	28
	5. Removal of Directors.....	28
	6. Regular Meetings and Notice.....	28
	7. Special Meetings and Notice.....	28
	8. Waiver of Notice.....	28
	9. Quorum of Directors - Adjournments.....	28
	10. Fidelity Bonds.....	28
	11. Liability of Directors and Officers.....	29
	12. Compensation.....	29
IV	OFFICERS	
	1. Designation, Election and Removal.....	29
	2. President.....	29
	3. Vice-President.....	29
	4. Secretary.....	29
	5. Treasurer.....	30
	6. Compensation.....	30
V	OPERATION OF THE PROPERTY	
	1. Annual Operating Charges.....	30
	2. Special Assessments.....	31
	3. Default.....	31
	4. Responsibility of Transferees for Unpaid Assessments.....	32

VI	DUTIES AND OBLIGATIONS OF UNIT OWNERS	
	1. Rules and Regulations.....	32
	A. Use.....	32
	B. Obstructions.....	32
	C. Increase of Insurance Rates.....	33
	D. Signs and Antennas.....	33
	E. Animals.....	33
	F. Noxious Activity.....	33
	G. Alteration, Construction or Removal..	33
	H. Additional Rules and Regulations.....	33
	I. Conflict.....	33
	2. Maintenance and Repair of Units.....	34
	3. Limited Common Areas.....	34
	4. Garbage and Trash.....	34
	5. Amendment and Adoption of Additional Rules and Regulations.....	34
VII	AMENDMENTS.....	34
VIII	GENERAL	
	1. Fiscal Year.....	34
	2. Seal.....	34
IX	MISCELLANEOUS	
	1. Record of Ownership.....	35
	2. Mortgages.....	35
	3. Indemnity of Officers and Directors.....	35
	4. Subordination.....	36
	5. Interpretation.....	36
	6. Mailing Address.....	36
	7. Borrowing Money.....	36
X	CONTROL OF ASSOCIATION	
	1. Declarant Control.....	36
	2. Meeting to Elect Directors.....	36
	3. Termination of Declarant Control.....	37
	4. Elections After Expiration of Declarant Control.....	37
XI	DEFAULT	
	1. Definition.....	37
	2. Costs.....	37
	3. No Waiver.....	37
	4. Rights Cumulative.....	37
XII	SEVERABILITY.....	38
XIII	TABLE OF CONTENTS; HEADINGS.....	38
SCHEDULE A	ADDITIONAL RULES & REGULATIONS OF THE ASSOCIATION.....	39

BY-LAWS
OF
RIVER MILL ASSOCIATION OF CONDOMINIUM OWNERS, INC.

ARTICLE I

Name and Purpose

Pursuant to the "Articles of Incorporation of River Mill Association of Condominium Owners, Inc." and the "Declaration of Condominium of River Mill Condominium" recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin (hereinafter called "Declaration"), the following are adopted as the By-Laws of River Mill Association of Condominium Owners, Inc., which is a corporation formed to serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership, as provided in the "Condominium Ownership Act" under the laws of the State of Wisconsin and subject to terms and conditions of the Declaration (the corporation may hereinafter sometimes be referred to as "Association").

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, executors, successors and assigns.

ARTICLE II

Members, Voting and Meetings

1. Members. This corporation shall have one class of members, as provided in the Articles of Incorporation, and the rights and qualifications of the members are as follows:

A. Unit Owner Members. Every unit owner upon acquiring title to a unit, under the terms of the Declaration, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease. In the event of a lease of a unit, the lessee shall be deemed the owner only to the extent provided in the lease filed with the Board of Directors of the Association.

B. One-Membership Per Combined Unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. An owner shall be entitled to one membership for each combined unit owned by him.

Voting rights may not be split and shared membership interests must be voted pursuant to the terms of paragraphs 2 and 3 hereof.

C. Transfer of Membership. Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of new owner, identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent.

2. Voting Rights. Each member shall be entitled to the number of votes as provided in the Condominium Declaration. Directors of the Association shall be elected by the members at their annual meeting as hereinafter provided. At meetings of the Association, every unit owner is entitled to cast the number of votes appurtenant to his or her unit. If only one of the multiple owners of a unit is present at a meeting of the Association, the owner is entitled to cast the votes allocated to that unit. If more than one of the multiple owners is present, the votes allocated to that unit may not be cast proportionally among the owners and unanimous agreement is conclusively presumed if any one of them purports to cast the votes allocated to that unit without protest being made promptly by any of the others to the person presiding over the meeting.

3. Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy. Proxies shall be valid only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

4. Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, or personally delivered not less than ten (10) days prior to the date of the meeting. Notice of meeting may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the Wednesday following the first Monday in October of each year for the purpose of electing

directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third or more of all votes entitled to be cast.

5. Order of Business. The order of business at the annual meeting, and as far as practical at all other meetings of the members, shall be

A. Call to order by the President. (At the first meeting of members the first item of business shall be the election of a chairman of the meeting);

B. Calling of the roll and certifying of proxies;

C. Proof of notice of meeting or waiver of notice;

D. Reading and disposal of any unapproved minutes;

E. Reports of officers;

F. Reports of committees;

G. Election of inspectors of election;

H. Election of directors (if necessary);

I. Unfinished business;

J. New business; and

K. Adjournment.

6. Majority Vote Prevails. Decisions of the Association shall be made on a majority of votes of the unit owners present and voting.

7. Powers of the Association. The Association has the 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. Sue on behalf of all unit owners;

D. Exercise any other power conferred by the condominium instruments or bylaws.

E. Make contracts and incur liabilities; including contracts with other condominium association(s) or other entities so as to provide and/or furnish amenities for the benefit of the members and to pay for the cost of same.

F. Regulate and impose charges for the use of common elements.

G. Cause additional improvements to be made as a part of the common elements.

H. Acquire, hold, encumber and convey any right, title or interest in or to real property.

I. Grant easements through or over the common elements.

J. Receive any income derived from payments, fees or charges for the use, rental or operation of the common elements.

K. Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of the unit or of any other portion of the condominium.

ARTICLE III

Board of Directors

1. Number and Qualifications of Directors. The Board of Directors shall consist of three (3) persons and thereafter shall consist of not less than three (3) nor more than seven (7) as is determined from time to time by the members. All members of the Board of Directors shall be members of the Association or, in the event that such member of the Association is not a person, the appointee of such member of the Association, except one Director may be a non-member.

2. Powers and Duties of the Board of Directors. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration and the Articles of Incorporation and the provisions of the Condominium Ownership Act, including the power to engage the services of a manager or managing agent.

3. Election and Term of Directors. At the annual meeting of the Association, the members shall elect at least three (3) directors and the terms of at least one-third of the directors shall expire annually or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner provided hereinafter.

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

5. Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

6. Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

7. Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) directors on two (2) days' prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

8. Waiver of Notice. Before, at or after 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 shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

10. Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for the Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

11. Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

12. Compensation. No compensation shall be paid to directors for their services as directors.

ARTICLE IV

Officers

1. Designation, Election and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose.

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

3. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all the duties incident to the office of Secretary.

5. Treasurer. The Treasurer shall have responsibility for Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account belonging to the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

6. Compensation. No compensation shall be paid to an officer for services as an officer, except as may be authorized by a vote of the membership after the sale of over 70% of the units.

ARTICLE V

Operation of the Property

1. Annual Operating Charges. The Board of Directors shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by the members to meet the common expenses of the Association for the ensuing year. The budget shall be prepared and determined by September 15 of each calendar year and the amounts required by such budget shall be allocated among the members of the Association according to their respective percentages of ownership as set forth in the Declaration.

The Board of Director shall advise all members of the Association in writing of the amount of common charges payable by each of them by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

The Budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur with greater than annual frequency such as amounts required for the cost of wages, materials, insurance, services and supplies. The reserve fund shall be used for contingencies and replacement expenses. In the event that the Association incurs extraordinary expenditures not originally included in the annual estimate, then such sums as may be required shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged to each owner in proportion to his interest as set forth herein.

The reserve fund may include such amounts as the Board of Directors may deem necessary. It may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or any part thereof which may constitute a lien against

the common property rather than against the unit interest of particular owners. The unit owner responsible for any such lien shall be specifically assessed for the full amount thereof.

The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefor.

All of the preceding shall constitute common expenses and charges and shall be paid quarterly to the Association commencing on or before the first day of January in each year, or within thirty (30) days of the notice of assessment, whichever occurs first. If not paid on or before the due date, the charges shall bear interest at the rate of eighteen percent (18%) per annum until paid in full.

If within ten (10) days of the determination of such charges by the Board of Directors, a petition is presented to the Board of Directors protesting against such charges or the budget upon which they are based, and the petition is signed by the Association's members representing more than fifty percent (50%) of the membership interests entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget before the charges become due. At such meeting, the vote of more than fifty percent (50%) of the membership interests entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the one previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the amount equal to the aggregate of the average total budgets for each of the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exists.

2. Special Assessments. In the event a unit owner fails or neglects to repair and/or maintain his unit or patio or common elements damaged by him or his guest as required after ten (10) days written notice, the cost of so doing authorized by the Association shall be charged as a special assessment against the unit.

3. Default. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may bring suit for and on behalf of the Association as representative of all members to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest, together with a reasonable attorney's fee. The provisions of the Condominium Ownership Act pertaining to such assessments, lien for same and collection thereof shall govern.

4. Responsibility of Transferees for Unpaid Assessments: In a voluntary transfer of a unit, the transferee of the unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President, or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due to the Association and such transferee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. In the event the Association or the Board does not provide a statement setting forth any sums due within five (5) business days after transferee's request for same, the Association or the Board shall be barred from claiming a lien against the transferee.

ARTICLE VI

Duties and Obligations of Unit Owners

1. Rules and Regulations. The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, including the following:

A. Use. No unit owner shall occupy or use his unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used:

(1) For any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests,

(2) By any person under 16 years of age, except if such child is born to a unit owner subsequent to being a unit owner; in such case, such occupancy shall be allowed for two years from the date of such birth,

(3) So as to disrupt the uniformity of appearance of the building from the outside, and

(4) For the parking of mobile homes, house trailers, boat trailers, or boats; or vehicles in excess of 4,500 lbs.

B. Obstructions. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior consent of the Association.

C. Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons.

D. Signs and Antennas. No sign of any kind or antenna shall be displayed to the public view on or from any unit or the commons without the prior consent of the Association, except signs used by the Declarant, or his agent, to advertise the units; and excepting community antennas erected by the Declarant or the Association.

E. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in the commons, except that not more than one household pet weighing less than 20 lbs. shall be permitted providing any such pet in the commons shall be on a leash, and subject to the rules and regulations which may be hereafter adopted by the Association regarding same.

F. Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

G. Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association.

H. Additional Rules and Regulations. Additional rules and regulations concerning the use of the units and the common elements may be adopted and amended from time to time by the Association. Copies of such rules and regulations and any amendments thereof shall be furnished by the Association to each unit owner prior to the time when they become effective. The initial additional rules and regulations, which shall be effective until so amended by the Association, are set forth in Schedule A hereof.

I. Conflict. The above rules and regulations, and those which may be hereinafter adopted by the Association, are in addition to the Declaration, and in the event of a conflict, the Declaration shall govern.

2. Maintenance and Repair of Units. Every unit owner must perform properly all maintenance and repair work within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association for any damages caused by his failure to do so.

3. Limited Common Areas. Every unit owner must maintain the limited common areas appurtenant to his unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, and no permanent or movable barbecue pits or grills shall be placed thereon without the prior written consent of the Board of Directors of the Association, except movable barbecue pits or grills may be placed on the patio/deck.

4. Garbage and Trash. All garbage and trash shall be deposited at a location specified for the purpose by the Association.

5. Amendment and Adoption of Additional Rules and Regulations. The Board may from time to time adopt additional rules and regulations governing the operation, maintenance, beautification and use of the common areas and facilities, the limited common areas, and the units, not inconsistent with the terms of the Declaration, and the Association's members shall conform to and abide by all such rules and regulations. A violation of any of such rules and regulations shall constitute a violation of the Declaration.

ARTICLE VII

Amendments

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, by an affirmative vote of sixty-seven (67%) percent of all of the votes entitled to be cast. No such amendment shall be valid if it conflicts with the Declaration or the Condominium Ownership Act.

ARTICLE VIII

General

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

2. Seal. The Board of Directors may but shall not be required to provide a corporate seal which shall be circular in form and shall have inscribed therein the name of the corporation and the words "Corporate Seal, Wisconsin."

ARTICLE IX

Miscellaneous

1. Record of Ownership. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such unit or other evidence of his title thereto and shall file such lease with and present such other evidence of his title to the Board of Directors and furnish his current mailing address, and the Secretary shall maintain all such information in the record of ownership of the Association. No unit owner may vote at meetings of the Association until this information is furnished.

2. Mortgages. Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

3. Indemnity of Officers and Directors. Every person who is or was a director or officer of the Association shall (together with the heirs, executors and administrators of such person) be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceedings, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article IX contained shall be deemed to obligate the Association to indemnify any

member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Unit Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

4. Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Unit Ownership Act.

5. Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

6. Mailing Address. The mailing address of the Association shall initially be: 1645 Arboretum Drive, Oshkosh, Wisconsin, 54901.

7. Borrowing Money. No money shall be borrowed except upon affirmative vote of a majority of votes of the unit owners present and voting or upon an affirmative vote of two-thirds (2/3) of the members of the Board of Directors.

ARTICLE X

Control of Association.

1. Declarant Control. Subject to the provisions and limitations hereinafter set forth, the Declarant retains the right to exercise the powers and responsibilities assigned to the Association by the Declaration, these By-Laws and the Condominium Ownership Act, or to appoint and remove the officers of the Association.

2. Meeting to Elect Directors. Prior to the conveyance of 25% of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than the Declarant shall elect at least 25% of the directors of the Board of Directors. Prior to the conveyance of 50% of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than the Declarant shall elect at least 33-1/3% of the directors of the Board of Directors.

ARTICLE XII

Severability

In the event that any of the terms, provisions or covenants of these Condominium By-Laws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XIII

Table of Contents; Headings

The table of contents and headings used in these Condominium By-Laws have been inserted for convenience only and do not constitute matter to be construed in interpretation.

SCHEDULE A OF THE BY-LAWS
OF
RIVER MILL ASSOCIATION OF CONDOMINIUM OWNERS, INC.
("Association")

ADDITIONAL RULES AND REGULATIONS OF THE ASSOCIATION

I. VEHICLES AND PARKING

- A. Overhead garage door must be closed when not in use for ingress and egress.
- B. Guest parking is permitted at designated parking areas.
- C. No commercial vehicle, motor home, recreational vehicle, boat or trailer may be parked outside of the garage.
- D. Vehicles are not permitted on patio or grass areas. The term "vehicles" includes, cycles, bikes, and snowmobiles.

II. PET CONTROL

- A. Pets must be carried at all times when in the elevator, hallways and passageways to and within the attached garages. When not being carried, all pets within the common areas shall be on a leash.
- B. The owner of each pet is responsible for immediately cleaning any dirt or soilage caused by the pet. Cat litter must be placed in a plastic bag, securely tied.
- C. Landscape damage caused by a resident's pet will be repaired at the expense of the unit owner involved.
- D. The leash used to tether pets must be kept to a reasonable length so as not to become a nuisance to other residents or their guests. Pets may only be walked in designated areas.
- E. Animals must not be left unattended in the garage or on the common area.
- F. A unit owner is responsible for the pets of anyone living in or visiting his unit.

III. GARBAGE AND REFUSE

- A. Garbage shall be deposited for pick up in receptacles provided by the Association.
- B. Garbage must be in plastic bags or other approved materials.

ARTICLES OF INCORPORATION
OF
RIVER MILL ASSOCIATION OF CONDOMINIUM OWNERS, INC.

TABLE OF CONTENTS

<u>Article No.</u>		<u>Page</u>
1	Name of Corporation.....	41
2	Period of Existence.....	41
3	Purposes of Corporation.....	41
4	Location of Principal Office.....	41
5	Name of Initial Registered Agent.....	41
6	Address of Initial Registered Agent.....	41
7	Amendments.....	41
8	Number of Directors.....	42
9	Names and Addresses of Initial Board of Directors.....	42
10	Membership Provisions.....	42
11	Other Provisions.....	42
12	Name and Address of Incorporator.....	42

ARTICLES OF INCORPORATION

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin statutes, WITHOUT STOCK AND NOT FOR PROFIT.

Article 1.

The name of the corporation is River Mill Association of Condominium Owners, Inc.

Article 2.

The period of existence shall be perpetual.

Article 3.

The purposes shall be to govern the affairs of the RIVER MILL CONDOMINIUM in Oshkosh, Wisconsin, and to engage in any lawful activity within the purposes for which corporations may be authorized under Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes.

Article 4.

The principal office is located in _____ Winnebago _____ County, Wisconsin, and the address of such principal office is

1645 Arboretum Drive
Oshkosh, WI 54901

The complete mailing address, including street and number, if assigned, or P.O. Box, and the ZIP code.

Article 5.

Name of the initial registered agent is Terrance S. Eisch

Article 6.

Address of the initial registered agent is 1775 Maricopa Drive
(The complete address, including street and number, if assigned, and the ZIP code, must be stated.) Oshkosh, WI 54901

Article 7.

These articles may be amended in the manner authorized by law at the time of amendment.

-See instructions and suggestions elsewhere on the form-

Article 8.

The number of directors shall be fixed by by-law but shall be not less than three.

- 2 -

OR

Article 8.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~The number of directors shall~~
~~be~~
(Not less than three)

(Strike out the Article 8 you do not use)

Article 9.

The names and addresses of the initial Board of Directors are:

(At least 3, with complete address, including street and number, if assigned, and the ZIP code)

Terrance S. Eisch
1775 Maricopa Drive, Oshkosh, WI, 54901

Arnold F. Henke
1308 Maricopa Drive, Oshkosh, WI, 54901

Fintan M. Flanagan
404 N. Main St., Oshkosh, WI, 54901

Article 10.

~~Membership Provisions will~~
~~be set forth in the by-laws.~~

OR

Article 10.

Membership Provisions (See Instruction G)

Each owner of a unit of River Mill Condominium shall automatically be a member of this corporation.

There shall be only one class of membership. The other respective rights and qualifications of membership and voting rights are set forth in the By-Laws of the corporation.

Article 11.

(Other provisions)

None

Article 12.

The name and address of incorporator (or incorporators) are:

NAME

ADDRESS
(street & number, city, state & ZIP code)

Fintan M. Flanagan

404 N. Main Street, Oshkosh, WI, 54901

Executed in duplicate on the 19th day of March, 19 86

All incorporators
SIGN HERE

Fintan M. Flanagan

of the maintenance (other than the equipment) shall be provided by the Contractor who shall be reimbursed for such supplies by the Association at the invoice price submitted by the supplier.

8. The Contractor shall provide general liability insurance coverage in the amount of \$250,000.00 to cover acts and omissions of personnel of the Contractor while employed on the premises owned by the Association in accordance with the terms of the Contractor's liability insurance policy. The Association shall be entitled to a copy of the policy or certificates of insurance indicating compliance with this provision.

9. This agreement constitutes the entire agreement between the parties and same may be modified only by written amendment approved by each of the parties.

10. This agreement shall inure to the benefit of the parties hereto and their respective successors in interest.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

RIVER MILL ASSOCIATION OF
CONDOMINIUM OWNERS, INC.

By Terrence Eisch
Terrence Eisch, President

Attest Frank W. Eisch
Frank W. Eisch, Secretary

Terry Eisch
Terry Eisch