



Amended By-Laws of  
River's Walk Association, Inc

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River's Walk Condominiums  
430-D Gillette St  
La Crosse, WI 54603

Parcel Identification Number (PIN)

**LEGAL DESCRIPTION**

*All of units 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 4A, 4B, 5A, 5B, 5C, 6A, 6B, 6C, 6D, 7A, 7B, 7C, 7D, 8A, 8C, 9A, 9B, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 12A, 12B, 12C, 13A, 13B, 14A, 14B & 14C; AMENDED RIVERS WALK CONDOMINIUM PLAT: Recorded in Volume 2, Page 26 of Condominium Plats as Document Number 1006586: Located in the Register of Deeds Office, La Crosse County, Wisconsin.*

**Drafted by: Scott A. Schnell, President of River's Walk Association, Inc.**

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**BY-LAWS**  
**of**  
**RIVER'S WALK ASSOCIATION, INC**

These By-Laws hereby amend the BY-LAWS OF RIVER'S WALK ASSOCIATION, INC. recorded in the Office of the Register of Deeds for La Crosse County, Wisconsin, on October 31, 1985 in Volume 746 Page 241 of Records as Document Number 968904 (By-Laws recorded on Pages 269-298 of said Volume), and any and all further amendments to said By-Laws by deleting the aforementioned By-Laws and amendments thereto in their entirety and replacing said By-Laws with the following:

These By-Laws incorporate by reference:

- RIVERS WALK CONDOMINIUM PLAT (Recorded in Volume 2, Page 7 of PLATS as Document Number 968903)
- AMENDED RIVERS WALK CONDOMINIUM PLAT (Recorded in Volume 2, Page 26 of PLATS as Document Number 1006586)
- DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR RIVER'S WALK CONDOMINIUM (Recorded in Volume 746, Page 241 of Records as Document Number 968904)
- FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM (Recorded in Volume 814, Page 364 of Records as Document Number 1006587)
- Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes

Note that the PLAT and DECLARATION amendments reflect the change from the planned number of 44 units in 1985 to the actual number of 43 units constructed in 1988.

The By-Laws are intended to provide the structure necessary for the operation and maintenance of the Common Elements and Limited Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of Unit Owners and all other persons authorized and invited to use, and to establish the procedure for the levy and collection of assessments to finance the operations of the Association, and to permit the Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

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**1.01 Board of Directors; Association**

The direction and administration of the Property shall be vested in a Board of Directors (hereinbefore and hereinafter sometimes referred to as the "Board"), consisting of five (5) persons who shall be elected in the manner hereinafter provided. The Unit Owners, as described in the Declaration and in these By-Laws, hereinafter set forth, acting collectively through the Board and its officers, shall be known as RIVER'S WALK ASSOCIATION, INC., a nonstock, nonprofit organization in accordance with Chapter 181, Wisconsin Statutes, (hereinafter referred to as the Association). The name and address of the initial registered agent of the Association was Robert D. Stephan, 1523 Rose Street, #3, La Crosse, Wisconsin 54601. Every unit owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition by a member of his Unit, at which time the new owner shall automatically become a member. Each Unit Owner agrees to be bound by and observe the terms and provisions of the Association's Articles, its By-Laws, and the rules and regulations promulgated from time to time by said Association, its Board of Directors and officers. Notwithstanding any other provision herein contained to the contrary, all duties, functions and obligations herein imposed upon the Board are so imposed with the express understanding that the Board is the governing body and agent of the Unit Owners and the Association. The provisions of this Article I through VIII hereof shall constitute the initial and basic By-Laws of the Board and/or Association, as referred to in the Act. Each member of the Board shall be one of the Unit Owners; provided, however that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

**1.02 Determination of Board to be Binding**

Notwithstanding that the words "Board" and "Association" may in some instances be used interchangeably, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of the Declaration or the By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

### **1.03 Voting Rights**

There shall be one person with respect to each Unit who shall be entitled to voting at any meeting of Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the owner or one of the group composed of all the owners of a Unit, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Proxies shall be valid for a period of 180 days following issuance, or such other maximum period as may be allowed by Section 703.15(4) (d)1., Wisconsin Statutes or other law from time to time applicable, unless granted to a mortgagee or lessee and must be filed with the Board. Any or all of such Owners may be present at any meeting of the Voting Members and may vote or take any other action as a Voting Member, either in person or by proxy. If only one of multiple owners of a Unit is present at a meeting of the Association, the Owner is entitled to cast the vote allocated to that Unit. The total number of votes of all Voting Members shall be forty-four (44) and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the fractional ownership of common elements applicable to his or their unit. The Declarant (or its nominee) may exercise the voting rights with respect to any Unit owned by the Declarant.

### **1.04 Meetings**

- (a) Quorum: Procedure: The presence in person or by proxy of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such a meeting. Any Voting Member in writing may waive notice of a meeting, or consent to the holding of a meeting without notice or consent to any action of the Association without a meeting. The Association shall maintain a current roster of names and addresses of every Unit Owner to which notice of meetings of the Association shall be sent. Every Unit Owner shall furnish the Association with his, her or its name and current mailing address. No Unit Owner may vote at meetings of the Association until this information is furnished.

- (b) Meeting to Elect Directors: Prior to the conveyance of twenty-five percent (25%) of the Common Elements interest to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the Directors of the Board. Prior to the conveyance of fifty percent (50%) of the Common Elements interest to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least thirty-three and one third percent (33 1/3%) of the Directors of the Board. Notice of the above meetings shall be as specified below in the case of Special Meetings.
- (c) Annual Meeting: The first Annual Meeting of the Voting Members shall be held on or before the earlier of: (1) the date on which fifty-one percent (51%) of the Units are occupied; or (2) not later than forty-five (45) days after the expiration of any period of Declarant control. Thereafter, there shall be an Annual Meeting of the Voting Members on each succeeding year, at a reasonable place or time (not more than thirty days before or after such date), as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting.
- (d) Special Meetings: Special Meetings of the Voting Members may be called at any time for the purpose of considering matters which by the terms of the Declaration or By-Laws require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having one-third (1/3) of the total votes, and delivered not less than seven (7) days prior to the date fixed for said Meeting. The notices shall specify the date, time and place of the Meeting and the matters to be considered.

### **1.05 Notices of Meetings**

Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting rights appertains, if no address has been given to the Board.

### **1.06 Board of Directors: Election: Meetings**

- (a) The Board of Directors shall consist of five (5) Owners. Board

Members shall be elected at an Annual Meeting by a majority of the total votes present at such Meeting and shall serve a term of three (3) years. The five (5) Board terms shall be staggered so that no more than two members shall be elected in any year. Three (3) members shall constitute a quorum. If a Member of the Board of Directors shall cease to meet any qualification herein required for a Member of the Board, such Member shall thereupon cease to be a Member of the Board and his place on the Board shall be deemed vacant. Vacancies in the Board may be filled by unanimous vote of the remaining Members thereof. Except as otherwise provided in the Declaration, the Property shall be managed by the Board, and the Board shall act by a majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt

- (b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members (Association), a Secretary who shall keep the Minutes of all meetings of the Board and of the Voting Members and who shall count votes at such meetings and shall, in general, perform all the duties incident to the office of Secretary and a Treasurer to keep the financial records and books of account.
- (c) Any Board Member may be removed from office by the affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any Special Meeting called for the purpose. A successor to fill the unexpired term of the Board Member removed may be elected by a majority of the Voting Members at the same meeting or any subsequent meeting called for that purpose.
- (d) An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Unit Owners at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Member, delivered personally or by mail or telegram. Any Board Member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.
- (e) As compensation for their services, Board members and/or Resident members may be entitled to compensation as determined by the Board based upon the duties and requirements of the functions performed by the Board or Resident members, and the amount of compensation that the

Association would be reasonably required to pay outside, third party providers for comparable services. Such duties and compensation shall be determined by the Board from time to time on a case by case basis. Any Board member or Resident member performing any such duties assigned to him or her by the Board shall be indemnified and held harmless by the Board and Association on account of any good faith actions and decisions made in furtherance of such duties.

### **1.07 General Powers of the Board**

Without limiting the general powers which may be provided by law, this Declaration and Act, the Board shall have the following general powers and duties:

- (a) To elect the officers of the Board as hereinabove provided;
- (b) To administer the affairs of the Association and the Property;
- (c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereon for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof.
- (e) To adopt administrative rules and regulations governing the administration, management, operation and use of the property and the Common Elements, and to amend such rules and regulations from time to time.
- (f) To provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent.
- (g) To provide for the designation, hiring and removal of employees and other personnel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent).
- (h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter

provided.

- (i) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any Annual or Special Meeting of the Unit Owners, and
- (j) To invest any surplus that may accrue from assessments or any other sources.
- (k) To sue or be sued on behalf of all Unit Owners.
- (l) To exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Act, and all powers and duties of the Board of Directors or Unit Owners as a group referred to in the Act, and all powers and duties of the Board of Directors referred to in the Declaration or these By-Laws.

### **1.08 Specific Powers of the Board**

The Board, for the benefit of the Board, the Association and all Unit Owners, shall provide and shall pay for out of the maintenance fund hereinafter provided, the following:

- (a) **Utility Service for the Common Elements:** Waste water removal, electricity, gas and telephone, heat, power and other necessary utility service for the Common Elements (and, if not separately metered or charged, for the Units).
- (b) **Casualty Insurance:** Insurance for the Property against loss and damage by fire and such other hazards as the Board may deem desirable for the full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be written in the name of, loss under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as Trustees for each of the Unit Owners in the respective fractional ownership interest in the Common Elements. The Board may engage the services of any bank, financial institution or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of the trustee shall be Common Expenses. In the event of any loss in excess of Fifty Thousand Dollars (\$50,000) in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of fifty percent (50%) or more of one or more Units, the Board shall engage a corporate trustee as aforesaid

upon the written demand of the mortgagee or Owner of any Unit so destroyed.

The Proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building or Buildings, restoration of the loss, repair of the damage, or shall be otherwise disposed of in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building.

Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

- (c) **Liability Insurance:** Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, insuring each Unit Owner, the Association, its officers, members of the Board, the Developer, the manager and managing agent of the Building, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets, sidewalks and areas adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross-liability claims of one or more insurance parties against other insured parties.
- (d) **Workmen's Compensation:** Workmen's Compensation insurance to the extent necessary to comply with any applicable laws.
- (e) **Wages and Fees for Services:** The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as a managing agent for the Property, the services of any person or persons required for

maintenance or operation of the Property, and legal and/or accounting services necessary and proper in the operation of the Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association.

- (f) Care of Common Elements: Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units, and Limited Common Elements, which the Owner shall paint, clean, decorate, maintain and repair, pursuant to Section 7.03 and subject to the provisions of subsection (i) of this Section 1.08, not including any portion of the Common Elements which are the responsibility of any Owner) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements.
- (g) Additional Expenses: Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by-laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as first class buildings or for the enforcement of this Declaration.
- (h) Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners.
- (i) Certain Maintenance of Units: Maintenance and repair of any Unit as provided in the Declaration, and maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or any portion of the Buildings and the Owner or Owners of said Unit have failed or

refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board or Association is responsible. It may likewise enter any deck, porch, sunroom, or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the maintenance fund. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Owner's absence from the Unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not. The Board reserves the right to retain a pass key to each unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key. The Association shall have an irrevocable right and easement to enter units for the above purposes.

- (j) Capital Additions and Improvements: The Board's powers hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of the Declaration) having a total cost in excess of Five Thousand Dollars (\$5,000), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of Five Thousand Dollars (\$5,000), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.
- (k) Certain Utility Services to Units: The Board may pay from the maintenance fund for water taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as determined by the Board. The Board reserves the right to levy

additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

### **1.09 Vouchers**

All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board, such vouchers shall be signed by the Treasurer and countersigned by any other member of the Board.

### **1.10 Rules and Regulations: Management**

- (a) **Rules:** The Board, at the direction of the Voting Members having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of the Owners and occupants of said Property, and may similarly revise, amend, add to or delete from the Rules and Regulations. Written notice of such rules and regulations shall be given to all Owners and occupants and the entire Property shall at all times be maintained subject to such Rules and Regulations.
- (b) **Management:** Notwithstanding any other provision herein, the Board may, after prior approval of the Voting Members having two-thirds (2/3) of the total votes, engage the services of an agent to manage the Property to the extent deemed advisable by the Board; provided, however, until an Association is established, the Developer shall have the power and responsibility to act in all instances where the Act, any other provisions of the law, or the Declaration requires action by the Association. Except as provided below, Developer may authorize or designate an initial managing agent, appoint or remove the Officers of the Association, or exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or its Officers; provided, however, that the Developer shall not exercise control of the Association for a period exceeding the earlier of: (1) three (3) years from the date that the first condominium unit is conveyed by Developer to any person other than Developer (2) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers.
- (c) Nothing hereinabove contained shall be construed to give the Board

authority to conduct an active business for profit on behalf of all of the Owners or any of them.

### **1.11 Address**

The address of the Association and the Board, for mailing and all other purposes, shall be 430 D Gillette Street, La Crosse, WI 54603 or as determined by the Board.

## **ARTICLE II           ASSESSMENTS – MAINTENANCE FUND**

### **2.01 Preparation of Annual Budget**

Each year on or before October 1, the Board shall estimate the total amount necessary to pay the cost of wages, payroll taxes, materials, insurance services, management fees, supplies, maintenance, repairs, landscaping, fuel, power and other common utilities and common expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before November 1, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Subject to the provisions of Article II, Section 2.09 of the By-Laws, said "estimated cash requirements" shall be assessed to the Owners according to each Owner's fractional ownership of the Common Elements. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the tabulation of the amounts collected pursuant to the estimates provided, and showing the net surplus or deficit, if any, plus reserves. Any surplus accumulated in excess of the amount required for actual expenses and reserves shall be deposited in an interest bearing escrow account for the express purpose of any future maintenance expenses or contingencies or in the "reserve" for contingencies and replacements. Any net deficit shall be added according to each Owner's fractional ownership of the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

## **2.02 Reserve for Contingencies and Replacements**

The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners according to each Owner's fractional ownership of the Common Elements. The Board shall serve notice of such further assessments on all Owners by a statement in writing given the amount and reasons therefor, and such further assessment shall be obligated to pay the adjusted monthly amount. At the time each Unit is first occupied, the Unit Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent, or as otherwise directed by the Board, an amount equal to three times the first full monthly assessment for such Unit Owner, which amount shall be used and applied as an operating reserve for Common Expenses in the manner herein provided, and this amount shall not be considered to be the regular monthly assessment for the succeeding three (3) months, or any other months.

## **2.03 Budget for the First Year**

When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the owners during said period as provided in Section 2.01 of this Article.

## **2.04 Failure to Prepare Annual Budget**

The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owners shall not constitute a waiver or release in any manner of such Owners' obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the owners shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

## **2.05 Book and Records**

The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of the Owner duly authorized in writing, at such reasonable time or times during normal business hours of weekdays as may be requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee as fixed by the Board, not to exceed Fifteen Dollars (\$15.00), any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

## **2.06 Status of Collected Funds**

All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and fractional interests in the Common Elements.

## **2.07 Remedies for Failure to Pay Assessments**

- (a) If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board as herein provided, the Board shall have the authority for and on behalf of itself and said Association and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, these By-Laws, the Declaration or otherwise available at law or in equity for the collection of all such unpaid charges or assessments, In addition, if an Owner is in default in the monthly payment of the aforesaid charges or assessments, for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, the interest costs and fees as above provided, shall be and become a lien or charge against the Unit of

the Owner involved. A suit for any deficiency following foreclosure may be maintained in the same proceeding. In any event, a suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. Said lien may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate, provided a statement of lien is filed within two (2) years after the date the assessment becomes due. Said lien shall be effective against a Unit at the time the assessment became due regardless of when the lien is filed. Unless otherwise provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances (other than those constituting a first mortgage recorded prior to the making of such assessment) owned or held by or on behalf of any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or after a receiver has been appointed in a suit to foreclose such lien. Any encumbrancer from time to time may request in writing a written statement from the board setting forth the unpaid Common Expenses with respect to the Unit covered by his encumbrance, and, unless the request shall be complied with within ten (10) business days, all unpaid Common Expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

- (b) No Unit Owner shall be permitted to vote at a meeting of the Association if the Association has recorded a statement of condominium lien on the Unit of the Owner and the amount necessary to release the lien has not been paid prior to the time of the meeting.
- (c) Any assessment or charge not paid within thirty (30) days shall be

subject to interest which shall accrue at the rate of twelve percent (12%) per annum, and actual cost of collection.

### **2.08 Rental During Foreclosure**

In the event of the foreclosure of a lien for unpaid Common Expenses, the Unit Owner who is the defendant in such a proceeding may be required to pay a reasonable rental for use or occupancy of such Unit.

### **2.09 Developer's Exemption from Assessments/Maintenance Fund**

The Developer shall not be liable to pay monthly assessments or otherwise contribute to the Maintenance Fund on account of any unoccupied units owned by Developer until such time as said units shall be sold and conveyed by Developer, permanently occupied by tenants under lease, or until the expiration of eight (8) months from the visible commencement in place of construction work on the building containing said units. It is anticipated that some of the buildings and the units therein will not be completed, or construction yet commenced, at the time the Declaration is recorded and the condominium created. Completion and construction of those buildings and units will proceed thereafter as soon as practicable according to the plat, floor plans and Declaration.

### **2.10 Amendments**

Except for such amendments as may be required to conform any provision of the By-Laws to the requirements of law, all amendments to this Article II shall only be effective upon unanimous written consent of the Owners, and their mortgagees. No Unit Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Areas and facilities or by abandonment of his Unit.

## **ARTICLE III COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

### **3.01 Obstruction of Common Elements**

There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

### **3.02 Hazardous Uses and Waste**

Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or keep in his Unit or in the Common Elements which will result in the cancellation of insurance on the property or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

### **3.03 Exterior Exposure of Buildings**

Owners or occupants of Units shall not cause nor permit anything to be hung or displayed on the outside walls of the building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board. **See Requirements and Restrictions for the Installation of Awnings.**

### **3.04 Animals**

No animals of any kind, including but not limited to livestock, chicken, or fowl, shall be raised, bred, housed, quartered, or kept on or in any unit, common element or limited common element except that dogs, cats and other ordinary household pets may be kept and housed in Units, **subject to Rules and Regulations adopted by the Board**, provided they are not kept, bred, housed or maintained for any commercial purpose. Owners of units may keep one (1) domestic dog **OR** no more than two (2) domestic cats.

### **3.05 Nuisances**

No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein or thereon either willfully or negligently which may be or become, in the judgment of the Board, an annoyance or nuisance to the other Owners or Occupants.

### **3.06 Impairment of Structural Integrity of Buildings**

Nothing shall be done in any Unit or in on or to the Common Elements which will impair the structural integrity of the Building, which would structurally change the Building or would jeopardize the soundness or safety of the Property, reduce its value or impair any easement, except as in otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances,

accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

### **3.07 Laundry and Rubbish**

No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.

### **3.08 Storage**

There shall be no parking or storage of personal property on any part of the Common Elements, except that deck and patio areas may be used for their intended purposes.

### **3.09 Facilities**

The property covered by the Declaration includes recreational areas and green spaces. Unit Owners, members of their immediate families, guests and invitees may use those common elements for their intended purposes and allied reasonable use thereof provided said use does not interfere with the use and enjoyment of the common elements by other Unit Owners or Occupants.

### **3.10 Prohibited Activities and Signs**

No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Property. Except with the consent of the Board, no "For Rent" signs or other displays or advertising shall be or maintained or permitted by any Owner on any part of the property or in any Unit therein. Standard sized residential real estate "For Sale" signs and information sheets may be placed under the mailbox, flat against the outside wall of the Unit that is for sale, only for the period of time such Unit is actively being marketed.

### **3.11 Alterations of Common Elements**

Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

### **3.12 Parking Areas**

That part of the Common Elements identified on Page I as "VP" shall be used by the Owners and visitors for parking purposes, subject to the exclusive rights of the respective Unit Owners and subject to the rules and regulations of the Condominium pertaining to parking.

### **3.13 Certain Professional Activities Permitted**

The residential use restrictions of the Article III shall not, however, be construed in such a manner as to prohibit an Owner from (a) maintaining his personal business or professional records or accounts therein; or (b) maintaining his personal professional library therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use.

### **3.14 Persons Bound**

Any person who uses the Condominium Property in any manner and likewise all Unit Owners, tenants of the Owners, employees of Owners and visitors that in any manner use the property or any part thereof, do so subject to the Act and to the Declaration and By-Laws of the Association. All agreements, decisions and determinations thereof made by the Association shall be deemed to be binding on all Unit Owners.

## **ARTICLE IV        RESTRICTIONS ON SALE, LEASING OR OTHER ALIENATION OF UNITS**

### **4.01 Voluntary Sale, Lease**

(a) Unit Owners may sell, convey, devise or lease the Units to whomsoever and on whatever terms and conditions as they deem appropriate, PROVIDED the Board is given one (1) week's advance notice of the intended sale, conveyance, devise or lease and is given written notice of the names and permanent addresses of all tenants, occupants and persons thereby acquiring an interest in the property, together with such personal information as the Board may reasonably require; and provided further, that any such sale, conveyance, devise or lease specifically obligates the transferee, purchaser, devisee or tenant to abide by the terms of the Act, Declaration, By-Laws and any rules and regulations promulgated thereunder.

- (b) A unit owner who obtains an interest in a Unit by gift, devise or inheritance shall, within (1) week after receipt of such interest, notify the Board of the acquisition of his interest, together with such personal information as the Board may reasonably require, including a copy of the instrument by which the interest was acquired.
- (c) In the event any Unit owner shall fail to provide the information required under subparagraphs (a) and (b) hereinabove, within the time stated, the Unit Owner and the Unit shall be subject to a special assessment of Two Hundred and Fifty Dollars (\$250.00), which shall be due with the next regular monthly maintenance assessment, if not paid when due, said special assessment may be collected in the manner provided in section 2.07 of these BY-LAWS.
- (d) All rental units shall be subject to payment of monthly maintenance fees in an amount equal to twice the amount applicable to non-rental units. Any unit occupied by a person or persons other than the unit owner for more than ten (10) days in any month, shall be deemed to be a rental unit for that month, regardless of the actual payment or non-payment of rent by the occupant or occupants to the unit owner; provided, this shall not apply if the occupant or occupants are the parents, spouse or children of the unit owner, or any combination thereof. This shall apply to all units changing ownership after November 1, 1994.

#### **4.02 Involuntary Sale**

- (a) In the event any Unit or interest therein is sold at a judicial or execution sale, the person acquiring title through such sale shall give, before taking possession of the Unit as sold, written notice of the Board of his intention so to do.
- (b) In the event any Owner shall default in the payment of any moneys required to be paid under the provision of any mortgage or trust deed against his Unit, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article II.
- (c) In the event of condemnation under the Laws of the State of Wisconsin of a portion of the premises including therein a building or buildings whereby construction of a like building or buildings cannot be reasonably effected on the remaining premises the proceeds of said condemnation and rights of action arise thereunder shall be disbursed as follows:

- (1) To the Owners of the individual Units condemned, that portion of the condemnation award attributable to each Owner's Unit and the right of action, if any, arising thereunder and attributable to said Unit, together with said Owner's interest in the condemnation award for the Common Elements condemned plus a sum equal to said Owner's interest in the remaining Common Elements to be paid by the remaining Owners.
- (2) To the Owners of the Common Elements whose Units were not condemned, as their interests may appear, the Board shall determine whether legal action shall be brought on any right of action arising under the condemnation. Any award obtained by legal action, shall be disbursed to the Owners as their common interest may appear, including the Owners of these Units condemned as though they were voting members.
- (3) The decision as to whether a like building or buildings may be constructed elsewhere on the premises shall be determined by the voting members. A favorable vote for construction shall be by fifty-one percent (51%) of the voting members. Any proposed construction shall be subject to the Laws of the State of Wisconsin and the Ordinances of the City of La Crosse.
- (4) The condemnation of any Owner's Unit and its non-replacement with a like Unit shall terminate said Owner's membership. The remaining members shall constitute the Owners of all common elements and their interests therein shall be recomputed according to the ratio their Unit bears to the total number of the remaining Units as set forth in the Declaration.

#### **4.03 Responsibility of Transferees for Unpaid Assessments**

Upon the transfer or conveyance 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. Any transferee shall be entitled to a statement from the Association or the Board or managing agent, as the case may be, setting forth the amount of the unpaid assessments against the transferor due the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien which has not been filed as required by the Act for any unpaid assessments against the transferor in excess of the amount set forth in the statement. If the

Association or Board or manager does not provide such a statement within ten (10) business days after the transferee's written request, they shall be barred from claiming under any lien which is not filed pursuant to the Act prior to the request for the statement against the transferee.

## **ARTICLE V        SALE OF THE PROPERTY AND REMOVAL FROM ACT**

### **5.01 Voluntary Sale of Property**

The property as a whole may be sold only upon the unanimous written consent of all of the Owners. After such action it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to affect such sale.

### **5.02 Removal of Condominium from Provisions of Act**

All of the Unit Owners may remove all or any part of the Property from the provisions of the Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Units consent thereto or agree in either case by instruments duly recorded, that their liens be transferred to the fractional undivided interest of the Unit Owners in the Property

Upon removal of any property from the Act, the Property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the Property owned in common which appertains to each Unit Owner shall be the fractional undivided interest previously owned by the Owner in the Common Elements.

The removal from the Act above provided shall in no way bar the subsequent resubmission of the Property to the Act.

## **ARTICLE VI        REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS**

### **6.01 Abatement and Injunction**

The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, By-Law or provision contained herein or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 6.02 next succeeding:

- (a) To enter upon the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer, or its successors or assigns, or the Board, or its agents shall not hereby be deemed guilty in any manner of trespass; and
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

## **6.02 Involuntary Sale**

If any owner or occupant (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate or breach any of the covenants, By-Laws, restrictions or provisions of the Declaration or of the Act, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur or shall re-occur more than once thereafter, then the Board shall have the power to issue to the defaulting Owner a thirty (30) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board for a decree or mandatory injunction against the Owner or occupant or in the alternative a decree declaring the termination of the defaulting Owner's or occupant's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold at a judicial sale upon such notice and terms as the Court shall establish except that the Court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge the lien of any existing mortgage, court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxes against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any lien, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the Court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to the Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting owner.

**7.01 Maintenance of Common Elements**

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

**7.02 By the Board**

The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contributes to the support of the building, excluding, however, interior wall, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Section 3.02 and 3.04 of the Declaration, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provision of the Declaration and By-Laws.

**7.03 By the Owner**

Except as otherwise provided in Section 7.02 above, each Unit Owner shall furnish, at his own expense, and be responsible for the following:

- (a) All of the maintenance, repairs and replacements within his own Unit, Limited Common Elements, a defined term herein, and any facilities designated as Limited Common Elements as provided in Article V, Section 5.04(b) of the Declaration, and all of the doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures, or installations, and

any portion of any other utility service facilities located within the Unit boundaries as specified in Section 3.02 and 3.04 of the Declaration provided, however, such maintenance, repairs and replacements as may be required for the bringing of water, gas and sewer service or electricity to the Unit, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations for ordinary maintenance and minor repairs and replacements to be furnished to Units by personnel as Common Expense.

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

**8.01 Utilities**

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

**8.02 Insurance: Unit Owners**

Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and his additions and improvements thereto and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

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

**8.03 Negligence of Owner**

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

#### **8.04 Joint Facilities**

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

#### **8.05 Notice to Mortgage Lenders**

Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by the Declaration or By-Laws to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

#### **8.06 Liability of Unit Owners**

No Unit Owner shall be personally liable for damages as a result of injury arising in connection with the Common Elements solely by virtue of his or her ownership of a fractional interest in the Common Elements or for liabilities incurred by the Association, except in proportion to their ownership of a fractional interest in the Common elements.

#### **8.07 Judgments Against Association**

A judgment for money against the Association is a lien against any Property owned by the Association and against each Unit in proportion to its liability for Common Expenses as established under the Declaration and By-Laws in an amount not exceeding the Unit's market value, but not against any other Property of any Unit Owner.

#### **8.08 Indemnity of Board Members**

The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Association, unless any such contract shall have been made in bad faith

or contrary to the provisions of this Declaration or By-Laws. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or the Association. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his fractional interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Board or Association.

## **RULES AND REGULATIONS OF RIVER'S WALK CONDOMINIUMS**

1. Common sidewalks, driveways and stairways shall not be obstructed or used for any other purpose than ingress to and egress from the Units.
2. No article shall be placed on or in any of the general Common Elements except for those articles of personal property which are the common property of all the Unit Owners.
3. Owners, members of their families, their guests, residents, tenants or lessees shall not use the sidewalks, driveways and entrances as recreation areas.
4. No vehicle belonging to or under the control of any Owner or a member of the Owner's family or a guest, tenant, lessee, or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the property. Vehicles shall be parked within designated parking areas. No other individual or Unit Owner shall park in a parking area exclusively assigned. Cars improperly parked will be summarily removed at the Owner's expense.

Each Unit Owner shall have the exclusive right to park in the garage and driveway appurtenant to his Unit. The term automobile shall be defined to include trucks no larger than three-quarter ton and motorcycles, but shall not include any other motorized or non-motorized vehicles. Only automobiles in working condition shall be permitted on the Condominium grounds. No mechanical repairs or maintenance shall be performed on an automobile on the Common Elements or Common Areas except for emergency repairs to start the automobile or change a flat tire. Unit Owners shall park their automobiles only in their designated parking areas. There shall be designated parking areas for the general public and visitors and no Unit Owner shall park in any areas so designated. Larger vehicles, recreational vehicles, boats, trailers, etc., may not be kept on the Condominium grounds for more than 48 hours, except upon written approval of the Board. Such vehicles may be kept by the Unit Owners within their respective garages. The above list shall not be deemed to be an exclusive listing. When entering or leaving the premises, vehicles will be operated at a speed not to exceed 15 miles per hour unless otherwise posted.

5. No work of any kind shall be done upon the exterior building walls or upon the general Common Elements by any Unit Owner without the written permission of the Board. Such work is the responsibility of the Association. No changes can be made in the Limited Common Elements except with prior written approval of the Board of Directors.

6. No Owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna, transmitting or receiving machines, or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or from the roof of the improvements or are otherwise visible from the ground, except as may be expressly authorized by the Association in writing. **See Rules and Regulations for Installation of Satellite Dishes.**
7. Use of any facilities of the property will be made in such manner as to respect the rights and privileges of other Owners and occupants.
8. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb Owners or occupants of other units.
9. Disposition of garbage and trash shall be only by the use of approved garbage disposal units or trash containers stored in each Owner's garage. Trash such as bottles, paper or containers must not be thrown on these or adjoining premises.
10. All pets must be registered immediately with the Association Board of Directors for approval.

Dogs may weigh no more than 25 pounds and stand no more than 20 inches tall (adult weight and height).

Any such domestic animals kept as pets must be restrained, confined and kept off the limited common elements of other unit owners. All animals must be supervised and on a leash not to exceed six (6) feet at all times. Animals shall not be tied up outside or left unattended at any time. Animals shall not be kept in garages. No kennels, pens, runs or underground electric fences used for purposes of constraining and confining any domestic household pet shall be permitted on the property.

Unit owners shall be responsible for immediately removing 100% of their pet's waste. Failure to do so will result in an assessment of \$25 per occurrence which must be paid immediately. Any common element property damage will be the full responsibility of the unit owner and the owner shall pay for any and all expenses involved in or restoring damaged property to its original condition.

Approved domestic pets must be kept quiet and orderly so as to not disturb the peaceful enjoyment of other unit owners. The unit owner shall

be financially responsible for any personal injury or personal property damage caused by a pet to any other personal property or limited common elements.

If any animal causes or creates a nuisance or disturbance, the unit owner shall be given written notice by the Board to correct the problem and, if not corrected, the unit owner, upon three (3) day's notice, shall permanently remove the animal from the property.

In the event that any unit owner shall violate any provision of this By-Law or the applicable Rules, the Board may levy a special assessment of \$500.00 against such owner which shall be due with the regular monthly maintenance assessment. Each month that the violation shall continue to occur shall be a separate violation and subject to assessment. Any such assessments that are not paid when due may be collected in the manner provided in Section 2.07 of the By-Laws. Violations of this By-Law are further subject to remedies described in Article VI.

11. Any damage to the general Common Elements or common personal property caused by an Owner or Owner's guests or family members shall be repaired at the expense of that Owner. A \$10.00 charge will be made for all checks returned by the bank for any reason.
12. The managing agent, or if there is no managing agent, then the Secretary of the Board of Directors, shall retain a passkey to each Unit. If an Owner shall alter any lock or install a new lock on any door leading into the Unit, the Owner shall provide a key for the managing agent's or the Board of Directors' use. Each Owner may, at his election, furnish to the managing agent, or if there is not managing agent, then the Secretary of the Board of Directors, a passkey to his Unit to be used for the sole purpose of permitting the Association to enter such Unit in cases of emergency requiring such entry. In the event an Owner elects not to furnish such passkey, such Owner hereby exonerates the Association for any and all damages caused to his Unit as a result of reasonable forced entry into the same by the Association to cope with such emergencies.
13. All drapes or drape linings visible from the exterior of any Unit shall be of a neutral, white or off-white color.
14. It is prohibited to hang garments, rugs, or any other items from the windows, roof or any of the facades of the buildings.
15. In order that the Common Elements, limited Common Elements, and amenities of the property shall not become overcrowded, the following requirements on occupancy are created. No more than the following number of persons shall occupy the Units described below, to-wit:

- (a) One bedroom Unit - no more than two (2) persons
- (b) Two bedroom Unit - no more than five (5) persons
- (c) Three bedroom Unit - no more than seven (7) persons

on a permanent occupancy basis. For the purpose of this paragraph, "permanent occupancy" shall be defined as any occupancy in excess of thirty (30) days not separated by intervals of at least six (6) months.

16. Children must be supervised when playing on the grounds. Shouting and loud playing so as to disturb other residents is not allowed on the grounds. Breach of this rule will result in disciplinary action as outlined in the By-Laws of the Association.
17. The standard location provided for the connection of you telephone must be used.
18. Decks and patios should be kept neat. Barbeque supplies should be kept in the Unit or on the deck or patio. Unit Owners may keep no more than one-third 1/3 of a cord, or a face-cord of firewood on decks and patios or in garages, provided that such wood shall be cleanly and neatly stacked. The use of charcoal burning or other fuel burning cooking equipment on decks or patios is governed by La Crosse City ordinance (see Section 18-68 of the Municipal Code for the prevailing ordinance).
19. Each Unit Owner shall observe and perform these rules and insure that his family members and invitees observe and perform these rules. In the event expenses are incurred due to violations of the rules by invitees, the Owner shall be responsible for payment of the same.
20. The foregoing regulations are subject to amendment and to the promulgation of further regulations.

## **RULES AND REGULATIONS OF RIVER'S WALK BEACH AND BOAT DOCKS**

The beach and boat docks at River's Walk Condominiums are for the use of Homeowners Association Members and their guests only. Boat slips are leased to the owners of certain units and are for the sole use of the owners of those units and their guests.

### **FOR ALL ASSOCIATION MEMBERS:**

1. Members are responsible for the conduct and well-being of their guests and members of their families. Members and their guests must respect the privacy of other Members and keep noise to a minimum at all times as to not create a nuisance.
2. It is the responsibility of every Member to see to it that all refuse is removed after use of the beach or docks.
3. Fishing equipment should not be left or stored where it could impede use of the beach or docks.
4. Cleaning of fish is not allowed on the docks, walkways or beach.
5. Swimming or water skiing is not permitted in the immediate inside area of the docks.

### **FOR BOAT SLIP LEASE OWNERS:**

1. Usage of the slips is limited to Slip Lease Owners, immediate family members of the Slip Lease Owner, and their invited guests only.
2. Permanent transfer of the lease on a slip is restricted to residents and must have Board approval, in writing, prior to doing so.
3. Rental of the lease on a slip is restricted to residents and must have Board approval, in writing, prior to doing so. The Slip Lease Owner remains responsible for the slip.
4. Each Slip Lease Owner shall be responsible for obtaining and maintaining, at their cost, such insurance as they shall deem necessary on their boat and its accessories and contents. The Homeowners Association shall have no liability whatsoever.
5. All boats must be secured in a manner that prevents damage to the docks.

The front of all boats will be secured to the cleats on the center walkway of the dock system. Depending on the type of boat, a center connection on the bow is recommended and may be required. Larger boats should use spring lines to keep the boat from bumping the center sections and causing damage. Cross tying on opposite ends of the boat will not be allowed. Boats must be properly maintained/covered.

6. In the event the dock or any part of the facilities are damaged by the intentional or negligent acts of a Slip Lease Owner or their guests, the Board will assess and may bring legal action to collect for repair of the damage and costs involved.
7. Slip Lease Owners must have Board approval, in writing, prior to installing any hoist or slip coverings.
8. Boat covers and other materials are not to be left on the center dock area.
9. Boaters are responsible for their wake and must depart and approach from the area at slow speeds.
10. Electricity is provided on each dock at each slip location for the purpose of boat maintenance and upkeep. The slips on the south side of "A" dock and the plug-ins are wired through the meter located on the dock. The usage of these plug-ins will be billed to the parties using overnight or regular full hook-ups that is required for large boats. Full hook-up service is not provided for the smaller slips and if needed, arrangements must be made with the Board.
11. City water is available on both docks.

## RULES AND REGULATIONS FOR INSTALLATION OF SATELLITE DISH ON RIVER'S WALK CONDOMINIUMS

1. The attached "SATELLITE DISH INSTALLATION APPLICATION" to be submitted to the River's Walk Board of Directors specifying the dish brand, installing dealer, and location of dish. (See recommended dish location.)
2. No satellite dish may be installed where it would be in the line of vision of the neighbors to the right or left of the installation or installed on top of the roof where it will be visible to other owners.
3. Cables will be well hidden and go directly to a building corner from the chimney. Wall or roof and follow the corner to the base of the siding or to ground and into the condo. Cables will be well secured in all runs so that there is no visible line sag.
4. The homeowner has the responsibility for all water damage and roof repair resulting from satellite dish installation.
5. The installed dish becomes a permanent part of the building exterior. Since exteriors are owned and maintained by the Association, the dish may not be removed if the owner vacates the unit. Therefore, the satellite dish, mounting bracket and connecting cables must remain with the unit and new owners must be made aware of their responsibility in ownership and maintenance of said dish.
6. No temporary or rental satellite dishes will be allowed in any location.

APPROVED SATELLITE DISH ROOF, WALL OR CHIMNEY LOCATIONS. In some units there are multiple location selections. To avoid possible roof leakage, wall or chimney locations should be given a higher priority.

<u>UNIT</u>	<u>LOCATION</u>	<u>UNIT</u>	<u>LOCATION</u>	<u>UNIT</u>	<u>LOCATION</u>
402A	Roof-Wall	410B	Wall-Chimney-Roof	420B	Wall
402B	Roof	412A	Wall	422A	Chimney-Roof
402C	Chimney-Roof	412B	Chimney-Roof	422B	Wall
404A	Wall	412C	Chimney-Roof	422C	Chimney-Roof
404B	Wall	412D	Chimney-Roof	422D	Wall-Roof
404C	Wall-Roof	414A	Wall	424A	Wall
404D	Wall	414B	Chimney-Wall	424B	Chimney-Roof
406A	Wall	414C	Chimney-Roof	426A	Chimney-Roof
406B	Wall	414D	Chimney-Roof	426B	Wall-Roof
406C	Wall	418A	Roof	426C	Chimney-Roof
406D	Wall-Chimney-Roof	418B	Roof	428A	Roof
408A	Chimney-Roof	418C	Roof	428B	Chimney-Roof
408C	Wall	418D	Roof	430A	Wall
410A	Wall	420A	Chimney-Roof	430B	Wall-Chimney-Roof
				430C	Chimney-Roof

**SATELLITE DISH INSTALLATION APPLICATION**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

BRAND OF SATELLITE DISH: \_\_\_\_\_ MODEL: \_\_\_\_\_

INSTALLATION LOCATION (roof-chimney-wall): \_\_\_\_\_

INSTALLING DEALER & PHONE: \_\_\_\_\_

I have read the RULES AND REGULATIONS FOR INSTALLATION OF A SATELLITE DISH ON RIVER'S WALK CONDOMINIUMS and agree to comply with them.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

APPLICATION APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

INSTALLATION APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

**REQUIREMENTS AND RESTRICTIONS FOR THE INSTALLATION OF AWNINGS  
ON A UNIT IN RIVER'S WALK.**

- 1) ALL, requests for the installation of an awning on ANY unit shall be in writing to the Board of Directors, prior to any installation, and approval to the unit owner **MUST** be in writing.
- 2) **ONLY, ELECTRICALTY CONTROLLED-LATERAL ARM AWNINGS** will be considered for approval by the Board of Directors.
- 3) **NO** awnings with side arms will be approved. (Such as small window units)
- 4) The Board recommends a "UNITEX" Bronz (Dark Brown) Lateral arm style. The Board also recommends a "Sunbrella" Fagric # 4796 be used. (Any other make awning or cover requested **MUST** match and be equal to, in the opinion of the Board, to be approved.)
- 5) The **MAXIMUM EXTENSION** of any installation will not exceed 10' (Ten)
- 6) The awning will not and cannot extend over any of the Association land, known as **COMMON ELEMENTS**, **NOR** can it extend in to the **LINE OF SIGHT** of any adjoining property owners view. The awning can extend only over the existing area noted in the **DECLARATION OF CONDOMINIUM AGREEMENT** on page D-11 & 12 which refers to "**LIMITED COMMON ELEMENTS**".
- 7) It will **ALSO** be the owners and/or occupants responsibility to raise an awning during times of high winds, which cause flapping sounds, offensive to other residents and/or owners.
- 8) The **HOMEOWNER IS RESPONSIBLE** for the upkeep and the maintenance of any electric lateral arm awning on his/her property. This will include **INSURANCE** on the awning, it is **NOT** and **WILL NOT** be covered by the Association policy. Should it ever be necessary for the association to remove a defective awning that has become unattractive due to neglect, the cost of removal **WILL** be assessed to the unit owner.
- 9) Once any awning is installed, they become a permanent part of the unit and **MUST** remain with the property, when and if the property is sold or transfered to anyone else. The new owner(s) will become responsible for the upkeep and maintenance of said awning(s).
- 10) The Board of Directors shall have the **FINAL** right of approval or disapproval on the matter of awing installation and on the matter of installation or attachment of any other material or articles to the outside of any unit. (The Boards rights are defined in the By-Laws of the Association).

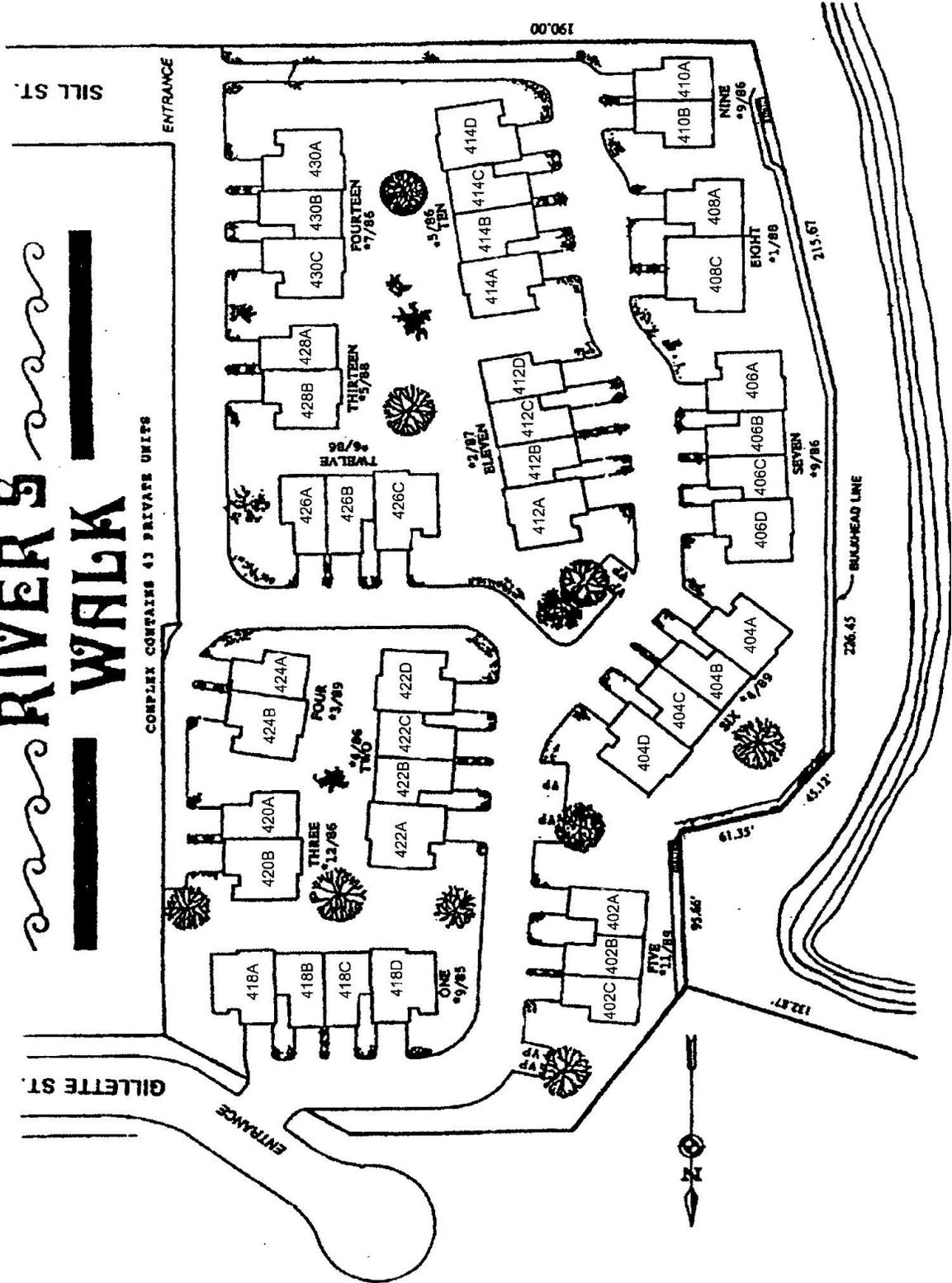
# CONDOMINIUM COMPLEX MAP

Back to TOC

NOTE - SHOWS THE DATE OF CONSTRUCTION COMPLETION  
14 BUILDINGS

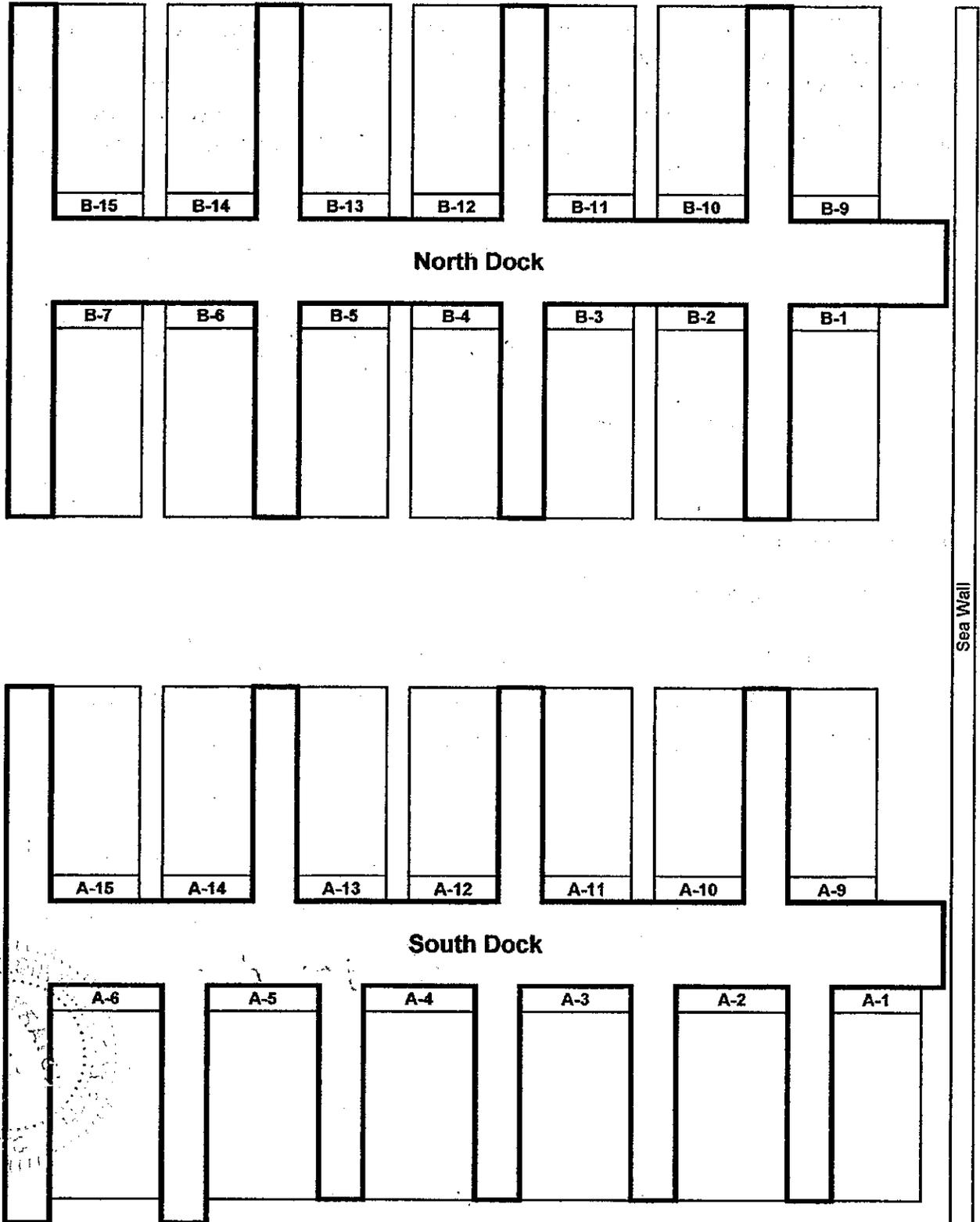
## RIVERS WALK

COMPLEX CONTAINS 43 PRIVATE UNITS



# BOAT DOCK MAP

River's Walk Condominiums Boat Dock Map





The undersigned, being the authorized owner(s)/agent(s) of and members of the RIVER'S WALK ASSOCIATION, INC. do hereby vote to amend the BY-LAWS OF THE ASSOCIATION, as they have been presented by the Board of Directors at the Annual General Meeting of the Association held on October 27, 2016 at the Black River Beach Community Center in La Crosse, Wisconsin: Back to TOC

Address (Plat Unit #):	Voting as (circle one):	Voting to (circle one):	Signature:	
402-A (5A)	Owner / Proxy	Approve / Disapprove	Robert E. Lee	Robert Lee
402-B (5B)	Owner / Proxy	Approve / Disapprove	Jennifer Roberge	Jennifer Roberge
402-C (5C)	Owner / Proxy	Approve / Disapprove	Richard Perry	Richard Perry
404-A (6A)	Owner / Proxy	Approve / Disapprove	C Barry Watkins	C Barry Watkins
404-B (6B)	Owner / Proxy	Approve / Disapprove	Scott A Schnell	Scott Schnell
404-C (6C)	Owner / Proxy	Approve / Disapprove	Scott A Schnell	Scott Schnell
404-D (6D)	Owner / Proxy	Approve / Disapprove	Lynne Ostervich	Lynne Ostervich
406-A (7A)	Owner / Proxy	Approve / Disapprove	Carol Schroeder	Carol Schroeder
406-B (7B)	Owner / Proxy	Approve / Disapprove	Ann Yates	Ann Yates
406-C (7C)	Owner / Proxy	Approve / Disapprove	Lynne Ostervich	Lynne Ostervich
406-D (7D)	Owner / Proxy	Approve / Disapprove	Robert Zink	Robert Zink
408-A (8A)	Owner / Proxy	Approve / Disapprove	Denise Vujnovich	Denise Vujnovich
408-C (8C)	Owner / Proxy	Approve / Disapprove	Jeffrey Habelman	Jeffrey Habelman
410-A (9A)	Owner / Proxy	Approve / Disapprove	Anne Finch	Anne Finch
410-B (9B)	Owner / Proxy	Approve / Disapprove	Carol Michener	Carol Olsen
412-A (11A)	Owner / Proxy	Approve / Disapprove	Suk Anthony	Suk Anthony
412-B (11B)	Owner / Proxy	Approve / Disapprove	Carol Michener	Carol Michener
412-C (11C)	Owner / Proxy	Approve / Disapprove	Lynne Ostervich	Lynne Ostervich
412-D (11D)	Owner / Proxy	Approve / Disapprove	Christine Graham	Christine Graham
414-A (10A)	Owner / Proxy	Approve / Disapprove	Linda Fuchsteiner	Linda Fuchsteiner
414-B (10B)	Owner / Proxy	Approve / Disapprove	Sheri Rochester	Sheri Rochester
414-C (10C)	Owner / Proxy	Approve / Disapprove	Scott Schnell	Scott Schnell
414-D (10D)	Owner / Proxy	Approve / Disapprove	Owen Johnson	Owen Johnson
418-A (1A)	Owner / Proxy	Approve / Disapprove	Vernon Lubinski	Vernon Lubinski
418-B (1B)	Owner / Proxy	Approve / Disapprove	Debra Barker	Debra Barker
418-C (1C)	Owner / Proxy	Approve / Disapprove	Morrison Patterson	Morrison Patterson
418-D (1D)	Owner / Proxy	Approve / Disapprove	Reva Ulrich	Reva Ulrich
420-A (3A)	Owner / Proxy	Approve / Disapprove	Tim Fell	Tim Fell
420-B (3B)	Owner / Proxy	Approve / Disapprove	James Benesh	James Benesh
422-A (2A)	Owner / Proxy	Approve / Disapprove	Patricia McCormick	Patricia McCormick
422-B (2B)	Owner / Proxy	Approve / Disapprove	Deborah Fleeger	Deborah Fleeger
422-C (2C)	Owner / Proxy	Approve / Disapprove	Scott Schnell	Scott Schnell
422-D (2D)	Owner / Proxy	Approve / Disapprove	Arden Blume	Arden Blume
424-A (4A)	Owner / Proxy	Approve / Disapprove	Albert Allen	Albert Allen
424-B (4B)	Owner / Proxy	Approve / Disapprove	Larry Vangen	Larry Vangen
426-A (12A)	Owner / Proxy	Approve / Disapprove	Joan Wilson	Joan Wilson
426-B (12B)	Owner / Proxy	Approve / Disapprove	Thomas Evenson	Thomas Evenson
426-C (12C)	Owner / Proxy	Approve / Disapprove	Scott Schnell	Scott Schnell
428-A (13A)	Owner / Proxy	Approve / Disapprove	William Lubinski	William Lubinski
428-B (13B)	Owner / Proxy	Approve / Disapprove	Gerald Dittmer	Gerald Dittmer
430-A (14A)	Owner / Proxy	Approve / Disapprove	Ramona Black	Ramona Black
430-B (14B)	Owner / Proxy	Approve / Disapprove	Mark Cleghorn & Susanne Pedretti	Mark Cleghorn & Susanne Pedretti
430-C (14C)	Owner / Proxy	Approve / Disapprove	Daniel Dunn	Daniel Dunn