

Amendment to the By-Laws of
River's Walk Association, Inc



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LACROSSE COUNTY
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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.
*DECLARATION OF CONDOMINIUM RECORDED IN VOLUME 746,
PAGE 241, DOCUMENT NUMBER 968904. SAS*

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

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

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

The undersigned, as President of River's Walk Condominium Association, Inc. does hereby certify that at a duly called meeting of the Association on May 4, 2022, the following amendments to the By-Laws of the Association (recorded in the Office of the Register of Deeds for La Crosse County, Wisconsin, on November 9, 2016 as Document Number 1685005) were approved by the affirmative vote of the required number of unit owners to be effective immediately:

Section 1.03 of the By-Laws (page 2 of said document) is hereby revoked and recreated as follows:

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-three (43) 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.

Section 1.04(a) of the By-Laws (page 2 of said document) is hereby revoked and recreated as follows:

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. Member meetings shall be conducted in accordance with Roberts Rules of Order, unless specified otherwise by the By-Laws.

Section 1.05 of the By-Laws (page 2 of said document) is hereby revoked and recreated as follows:

1.05 Notices of Meetings

Notices of meetings required to be given herein may be delivered either personally, by email, 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.

Section 1.06(a) of the By-Laws (page 3 of said document) is hereby revoked and recreated as follows:

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. Board meetings shall be conducted in accordance with Roberts Rules of Order, unless specified otherwise by the By-Laws.

Section 1.07(e) of the By-Laws (page 5 of said document) is hereby revoked and recreated as follows:

1.07 General Powers of the Board

- (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 upon direction of the members in accordance with section 1.10(a).

Section 7.03(c) of the By-Laws (page 24 of said document) is hereby created as follows:

7.03 By the Owner

- (c) Porches or additions to units may only be constructed upon prior approval of the Board, in accordance with the approved requirements and specifications.

The **RULES AND REGULATIONS OF RIVER'S WALK CONDOMINIUMS** (page 29 of said document) are hereby revoked and recreated as follows:

1. The following regulations are subject to amendment and to the promulgation of further regulations.

2. 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.

3. Any assessment must be paid immediately.

A warning is given for the first infraction. \$100 for the second infraction; \$250.00 for the third infraction and \$500.00 for the fourth infraction. The same infraction that extends beyond 30 days is a second infraction. The same infraction that extends past 60 days is a third infraction. If the infraction extends beyond ninety days, the assessment is \$500.00 for every thirty days until the infraction is resolved.

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.

4. Common sidewalks, driveways and stairways shall not be obstructed or used for any other purpose than ingress to and egress from the Units.
5. 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.
6. Owners, members of their families, their guests, residents or tenants shall not use the sidewalks, driveways and entrances as recreation areas.

7. No vehicle belonging to or under the control of any Owner or a member of the Owner's family or a guest, tenant, 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.

8. 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.
9. No Owner or resident 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.**
10. 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.
11. 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.
12. 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.

13. All Unit Owned pets must register immediately with the Association's "pet registrar".
All visitor pets that will be on premise for more than 1 hour, must also be registered immediately with the Association's "pet registrar" with the limitation of a 48 hour stay. Unit owners are allowed to have one visiting pet at a time.
Resident dogs may weigh no more than 35 pounds (adult weight).
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. 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.
14. 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 \$50.00 charge will be made for all checks returned by the bank for any reason.
15. 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.
16. All drapes or drape linings visible from the exterior of any Unit shall be of a neutral, white or off-white color.
17. It is prohibited to hang garments, rugs, or any other items from the windows, roof or any of the facades of the buildings.

18. 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) personson 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.
19. 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.
20. The standard location provided for the connection of you telephone must be used.
21. 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).

The installation of a Hot Tub, Spa, Jacuzzi, or similar whirlpool device on decks, patios or any other exterior area is not allowed.
22. Porch Additions. The River's Walk New Porch Addition Specifications published in August, 2019 will be strictly followed. The Board must give written approval before any addition can be started.

Rule #6 of RULES AND REGULATIONS OF RIVER'S WALK BEACH AND BOAT DOCKS FOR ALL ASSOCIATION MEMBERS (page 33 of said document) is hereby created as follows:

Kayaks, Paddleboats, Canoes, Swim-mats and other such non-motorized "vessels" are allowed to be stored on the beach during boating season. Any inflatable or motorized "vessel" is strictly prohibited.

