

**AMENDMENT
TO
DECLARATION
OF CONDOMINIUM OWNERSHIP
AND
OF EASEMENTS, RESTRICTIONS
AND COVENANTS FOR
LINDEN PARK CONDOMINIUM ASSOC.**

APPROVED BY THE ASSOCIATION

AT ITS SPRING MEETING

MAY 19, 2009

DOCUMENT NO.

RETURN ADDRESS: Kevin J. Roop
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LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. MCBRIDE

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#47

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This Amendment to Declaration of Condominium Ownership and of Easement, Restrictions, and Covenants for Linden Park Condominium Association, Inc. is made this 19th day of May, 2009, by the Board of Directors of the Linden Park Condominium Association, Inc. and at least seventy-five percent (75%) of the Condominium Unit Owners.

1. The legal description of Linden Park Condominium is:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and all Common Elements of Linden Park Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, and recorded by a Declaration of such condominium in the office of the Register of Deeds in and for La Crosse County, Wisconsin, on May 16, 1997, in Volume 1178 of Records, page 359, as Document Number 1173115, identified as Linden Park Condominium Plat, recorded May 16, 1997, in Volume 2 of Condominium Plats, page 52, as Document Number 1173116.

(Said Condominium Plat is located on Lot 2 of Certified Survey Map filed in Volume 7 of Certified Survey Maps, page 98, and part of vacated South 33rd Street, all located in the SW 1/4 of the NW 1/4 of Section 15, Township 15 North of Range 7 West, City of La Crosse, La Crosse County, Wisconsin.)

2. Section 5.09(b) is deleted in its entirety and is replaced with the following:

5.09(b). The driveway which is adjacent to the attached garage of each Unit shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that driveway, direct access to which is provided from his respective Unit and which is located outside of and adjoining his respective Unit. The Association shall be responsible for the repair, maintenance and

appearance of the driveway, and shall keep said driveway free of all snow, ice and other debris, at all times, at its own expense. Each Unit Owner shall be entitled to keep no more than two (2) automobiles on the Condominium grounds, and said automobiles shall be kept only in the garage space which is a part of the Unit or the parking space which adjoins said garage. The term "automobile" shall be defined to include trucks no larger than three-quarter (3/4) 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. Larger vehicles or recreational vehicles may only be kept on the Condominium grounds for a maximum of seventy-two (72) hours in any calendar month.

3. Section 7.01(e) is deleted in its entirety and replaced with the following:

(e) Pets and Animals. The issue of dogs, cats, other domesticated pets, animals, rabbits, livestock, fowl, or poultry being raised, bred or kept in any Unit or in the Common Elements, shall be addressed by the Rules and Regulations.

4. The following is added as Section 9.02:

9.02 Leases

- (a) Units may not be subdivided; however, they may be leased. "For Lease" signs are not permitted on the Condominium grounds. Minimum lease period is one year and a copy of the lease on file with the BOD.
- (b) The Unit shall not be leased to or occupied by more than two (2) persons, who are not related by blood, marriage, adoption, or through legal guardianship.
- (c) The lease shall contain a provision incorporating the terms and conditions of the Declaration, Rules and Regulations, and By-Laws of the Linden Park Condominium Association and shall contain the provision that the tenant agrees to abide by the same.
- (d) The Unit Owner is responsible for the actions of the leaseholder and is responsible for giving the lessee a copy of the Rules and Regulations, By-Laws, and Declaration.
- (e) The Unit Owner/landlord shall notify the BOD in writing of the leasing of the Unit and provide the BOD with a copy of their lease agreement. The notification shall include the street address of the Unit being leased and the names of both the Unit Owner and the lessee.
- (f) The Unit Owner is still responsible for maintaining his/her condominium homeowner's insurance as well as the monthly Association dues.
- (g) The Board of Directors may set other standards, not inconsistent with this section, for approval of leases.

5. Except as modified by this Amendment, the Declaration remains in full force and effect.

6. The undersigned constitute a majority of the Board of Directors of Linden Park Condominium Association, Inc.

LINDEN PARK CONDOMINIUM ASSOCIATION, INC.

By: Ken Abraham
Name: Ken Abraham
Title: Director and Secretary
Date: May 19, 2009

By: Jim Elkins
Name: Jim Elkins
Title: Director and Acting President
Date: May 19, 2009

By: Bernie Schnedecker
Name: Bernie Schnedecker
Title: Director and Member at Large
Date: May 19, 2009

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Kevin J. Roop
505 King, Suite 300
La Crosse, WI 54601