Disclosure Materials

Pettibone Pointe Condominiums
Pettibone Pointe Way, LaCrosse, WI 54603

Water Place One, LLC
920 10th Ave S, Onalaska, WI 54650

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

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A. 'Executive summary.' The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary begins on page A1.

B. 'Declaration.' The declaration establishes and describes the condominium, the units and the common areas. The declaration begins on page B1.

C. 'Bylaws.' The bylaws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The bylaws begin on page C1.

D. 'Articles of incorporation.' The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The articles of incorporation begin on page D1.

E. 'Annual operating budget.' The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page E1.

F. 'Floor plan and map.' The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page F1

G. 'Rules and Regulations of the Condo Association.' The Rules and Regulations begin on page G1.

EXECUTIVE SUMMARY

Condominium Name: Pettibone Pointe Condominimums

This Executive Summary was prepared or revised on July 19, 2018 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an 🕮 icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- Condominium association name Pettibone Pointe Homeowners Association
- Association address 920 10th Ave N, Onalaska, Wi 54650
- The association is managed:
  - ☐ By the Unit Owners (self-managed)
  - ☐ By a management agent or company
  - ☒ By the declarant (developer) or the declarant's management company
- Person(s) to be contacted for more information about the condominium Matthew Watson
- Address, phone number, and other contact information for the contact person 920 10th Ave N, Onalaska, WI 54650
  Phone: 608-779-6023 Fax: 608-783-4311 Matthew.watson@almholding.com

🕮 For condominium document references regarding association governance and a condominium contact person, see

2. Parking

- Number of parking spaces assigned to each Unit: 4 Number Outside 2 Inside 2
  ☐ Common Element ☒ Limited Common Element ☐ Included as part of the Unit
  ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, $_____ per _____
  Other (*specify*):
- Parking assignments reserved or designated on the plat or in the condominium documents:
  ☐ No ☒ Yes -- Where? 2 inside garage, 2 outside of garage in the driveway
- Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes
- Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes
- Describe parking available for visitors Designated parking in lots along the main roads
- Describe any other parking restrictions See Pettibone Pointe Condominiums Rules and Regulations

🕮 For condominium document references to parking, see See Pettibone Pointe Condominiums Rules and Regulations

3. Pets

- Are pets allowed? ☐ No ☒ Yes -- describe the kinds of pets allowed: Dogs and Cats only

Gerrard-Hoeschler, 1131 Main St Onalaska, WI 54650-2744 Phone: 608.781.7355 Fax: 608.781.9280 Pettibone Pointe
Amy Lorentz
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Ⓐ

- Pet rules and restrictions: Only 2 pets. One of each or 2 cats or 2 dogs

For condominium document references regarding pet rules, see Pettibone Pointe Condominiums Rules and Regulations D. Pets 1-2

4. Unit Rentals

- May Unit Owners rent out their condominium units? ☐ No ☐ Yes -- describe the limitations and restrictions on unit rentals: See Rules and Regulations. Some long-term rentals with Board Approval. No transient rental such as AirBNB,VRBO or similar is allowed.

For condominium document references regarding unit rentals, see Pettibone Pointe Condominiums Rules and Regulations B. Lease of Residential Units 1-2

5. Special Condominium Amenities or Features

Private marina.

(describe any special amenities and features)

- Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes – cost:

For condominium document references regarding special amenities, see Pettibone Pointe Condominiums Rules and Regulations and Declarations of Condominium Section

6. Unit Maintenance and Repair Responsibilities

- A Unit Owner's responsibilities for unit maintenance and repair include: all repairs as defined as U= Unit Owner's responsibility defined in Checklist of Maintenance Responsibility. Page 8 of the Pettibone Pointe Condiminium Rules and Regulations

For condominium document references regarding unit maintenance and repair responsibilities, see Declarations of Condominium Pettibone Pointe Condominiums and Checklist of Maintenance Responsibility p.8

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- Person(s) responsible for common element maintenance, repair and replacement: Notice to the Condo Owners Assoc.
- Repair and replacement of the common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☐ Both
  - ☒ Other (*specify*): Normal wear & tear covered by Homeowners Assoc.
- Person(s) responsible for limited common element maintenance, repair and replacement:
- Repair and replacement of the limited common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☐ Both
  - ☒ Other (*specify*): Normal wear & tear covered by Homeowners Assoc.

For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Declaration

8. Reserve Funds

- Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ☒ Yes
- Does the association have a Statutory Reserve Account*?

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☒ No ☐ Yes – reserve balance is $ _____

Note: This amount is current as of the date this Executive Summary was prepared or revised.

📖 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see **To be determined by Homeowners Association**

*Note: A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?
  ☐ Not applicable (no developer-owned units or declarant control has ended)
  ☐ No
  ☒ Yes -- describe in what way: **Will pay fees once unit has reached substantial completion: White Box Finish.**
- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: **Will pay fees once unit has reached substantial completion: White Box Finish.**

📖 For condominium document references to condominium fees during the declarant control period, see **By-laws Article 8.3**

10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future?
  ☐ No ☒ Yes -- number of additional units that may be added through the expansion: **TBD** units
- Expansion period ends: **TBD**
- Condominium management during the expansion period is by: **TBD**

📖 For condominium document references regarding condominium expansion plans, see **Developer may develop additional phases in the future on adjoining land. Any development will have its own seperate legal structure.**

11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements ☐ No ☒ Yes
- Describe the rules, restrictions and procedures for altering a unit: **With advanced approval of the Developer & Board and compliance with all the Rules and Regulations of**
- Describe the rules, restrictions and procedures for enclosing limited common elements: _____

📖 For condominium document references to unit alterations and limited common element enclosures, see **Rules and Regulations section E.2 and Declarations Article X section 10.1**

12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale ☒ No ☐ Yes

📖 For condominium document references to any first right of purchase held by the condominium association, see **Rules and regulations A.11 page 2.**

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: ☒ No
  ☐ Yes -- amount charged: $ _____

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For condominium document references to fees charged in connection with a unit ownership transfer, see _____

_____

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: [X] No [ ] Yes -- amount charged: $_____

For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

_____

15. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: [X] No [ ] Yes-- amount charged: $_____

For condominium document references regarding fees charged for providing the condominium disclosure materials, see _____

_____

16. Other restrictions or features (optional): _____

_____

_____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

For condominium document references regarding condominium document amendment procedures and requirements, see Declaration - Section 14.12: By-laws - Section 11.1; Rules and Regulations by the Board and the Association.

This Executive Summary was prepared on the date stated on page one by Matthew Watson, Manager _____ (print name and title or position).

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. MCBRIDE

RECORDED ON
08/06/2018 11:48AM
REC FEE: 30.00
EXEMPT #:
PAGES: 32

37

DOCUMENT NUMBER	DOCUMENT TITLE
	AMENDED AND RESTATED DECLARATION OF PETTIBONE POINTE CONDOMINIUMS

THIS AMENDS THE INITIAL DECLARATION RECORDED ON DECEMBER 2, 2017, WITH THE LA CROSSE COUNTY REGISTER OF DEEDS AS DOCUMENT NUMBER 1703573.

RECORDING AREA

NAME AND RETURN ADDRESS

ADDIS LAW, LLC
504 MAIN STEET, SUITE 200
LA CROSSE, WI 54601

17-20246-31

PARCEL IDENTIFICATION NUMBER (PIN)

PREPARED AND DRAFTED BY:
Atty. Phillip James Addis
Addis Law, LLC
504 Main St., Suite 200
La Crosse, WI 54602-1627
(608) 784-1355

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Amended and Restated Declaration of Pettibone Pointe Condominiums

Effective August 3, 2018

This amends the initial Declaration recorded on December 2, 2017 with the La Crosse County Register of Deeds as Document Number 1703573

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AMENDMENT AND RESTATEMENT OF THE

DECLARATION OF CONDOMINIUM OF

PETTIBONE POINTE CONDOMINIUMS

This document was drafted by and should be returned to:
Attorney Phillip James Addis
504 Main Street Suite 200
P.O. Box 1104
La Crosse, WI 54601

Legal Description:

See attached Exhibit A

The undersigned, Water Place One, LLC, is the owner of the property described herein, and being duly authorized to do so, hereby submits said property to the provisions of Chapter 703, Wis. Stats., the Wisconsin Condominium Ownership Act.

ARTICLE I.
NAME AND DEFINITION

Section 1.1. Name and Address. The name of the Condominium is Pettibone Pointe Condominiums, and has as its initial address 620 Park Plaza Drive, La Crosse, Wisconsin. 54601

Section 1.2. Definitions. As used in this Declaration or the exhibits and schedules attached here to, capitalized terms not otherwise defined have the meanings set forth below:

"Act" means the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as amended or renumbered from time to time (and any successor statute).

"Assessment" means a share of the Common Expenses, as hereinafter defined, and other special assessments or charges from time to time assessed against a Unit and the respective Unit Owner by the Association, all in accordance with this Declaration and the Association Instruments.

"Assessment Percentage" means the percentage for each Unit of the Condominium set forth in Exhibit B, which shall be used in calculating the percentage of Assessments of Common Expenses that are assessed against each Unit. The Assessment Percentages of the Units differ from the Percentage Interests of the Units because certain Units or certain areas of Units are subject to reductions or exemptions from Assessments for Common Expenses, described in Section 7.2.

"Association" means and refers to Pettibone Pointe Condominium Association, Inc., a Wisconsin non-stock corporation.

"Association Instruments" mean the Association's Articles of Incorporation, Bylaws and Rules and Regulations, as adopted and amended from time to time.

"Board" or "Association's Board" means the Board of Directors of the Association.

"Building" means the physical structures having a foundation, roof supported by columns or walls, including patios and balconies, in which the Units, the Limited Common Elements and the Common Elements are situated.

"City" means the City of La Crosse, Wisconsin, a Wisconsin municipal corporation

"Common Expenses" mean those expenses for which Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or the Association. Common Expenses include, but are not limited to, such items as cost of premiums for hazard and public liability insurance, repairs, replacements, and expenses of upkeep, lawn service, utility bills, janitor service, accounting and legal fees, wages and fees for managerial and other services, and a reasonable and adequate reserve, all as may be required in the maintenance and management of the Condominium. Common Expenses also includes reasonable insurance for officers and directors and security services which are reasonably related to the general benefit of the Owners, if such expenses do not attach to the Common Elements of the Condominium.

"Condominium" means the real estate subject to this Declaration and all improvements constructed thereon which shall be known as "Pettibone Pointe Condominiums" together with all rights, obligations, easements and licenses appurtenant thereto which are by this Declaration made subject to the Act.

"Condominium Instruments" mean this Declaration, the Condominium Plat and all exhibits and schedules attached thereto, all as may be amended from time to time as herein provided.

"Condominium Plat" or "Plat" means Exhibit B attached hereto, as amended from time to time.

"Declaration" means this Declaration which subjects the real estate described in Exhibit A to the Act, and all exhibits and schedules attached hereto, as may be amended from time to time as herein provided.

"Declarant" means Water Place One, LLC, a Wisconsin limited liability company, its grantees, successors and assigns. Declarant shall include any assignee of Declarant who by written instrument recorded with the La Crosse County Register of Deeds is assigned Declarant's rights hereunder and accepts in such written instrument the rights and obligations of Declarant's rights hereunder.

"Guest" or "Invitees" means a Person who uses, occupies or comes upon the Unit, Limited Common Elements or Common Elements with an Owner's consent, whether given expressly, impliedly or by acquiescence.

"Limited Common Elements" means those Common Elements reserved for the exclusive use and enjoyment of, or service to, one or more but not all Unit Owners, all as identified on the Condominium Plat or in this Declaration.

"Mortgage" means a mortgage, security interest or land contract encumbering a Unit.

"Mortgagee" means the holder of any mortgage or security interest encumbering one or more of the Units or a land contract vendor under a land contract by which equitable title in a Unit was conveyed.

"Tenant" means a Person in lawful possession of a Unit or a Person who uses, occupies or comes upon the Limited Common Elements or Common Elements with an Owner's consent.

"Parking Stall" or "Parking Stalls" means the automobile parking stalls located outside of garages.

"Percentage Interest" means the appurtenant, undivided interest of each Unit and each Unit Owner in the Common Elements expressed as a percentage and described in Section 7.1 and Exhibit C hereof.

"Person" means a natural person (individual), corporation, partnership, association trust or other legal entity, or any combination thereof.

"Rules and Regulations" mean the rules and regulations adopted by the Association from time to time, and as amended from time to time, which govern the manner in which a Unit Owner may use, enjoy and occupy his/her/its Unit and the Common Elements.

"Turnover of Control" means the effective time when the Declarant relinquishes control of the Association as provided in Section 13.1.

"Unit" means that part of the Condominium designed and intended for the exclusive and independent use, enjoyment and possession by, or under the authority of, it's Owner, as further defined herein. The Unit includes the Percentage Interest of such Unit in the Common Elements of the Condominium.

"Unit Owner" or "Owner" means a Person who holds legal title to a Unit or has equitable ownership to a Unit as a land contract vendee.

ARTICLE II.
DESCRIPTION OF BUILDING AND UNITS

Section 2.1. Descriptions of Building and Units. The Condominium shall consist of multiple zero lot line buildings, which may be one or two, shall include garages, exterior driveways and parking stalls. It is anticipated there will be approximately 10 buildings with the

first portion of the residential development. These buildings will be constructed in phases, but it is anticipated that no more than 26 residential units will be provided in the first part of the development.

Section 2.2. Numerical Identification of the Units. The Units of the Condominium, their assigned unit numbers, and the Limited Common Elements reserved to each are set forth on the Condominium Plat, which is Exhibit B attached hereto.

Section 2.3. Unit. Each Unit includes one or more contiguous or noncontiguous cubicles of air. The exterior boundaries of each Unit are as follows:

(a) The upper boundary is the interior horizontal plane of the undecorated and unfinished ceiling.

(b) The lower boundary is the interior horizontal plane of the undecorated and unfinished floor.

(c) The side boundaries are the interior vertical planes of the undecorated and unfinished walls.

(d) The foregoing boundaries extend to the intersection with each other and shall constitute the Unit. A Unit also includes the following:

(i.) Finished surfaces, including paint, wallpaper, carpeting or other flooring, and all original equipment of the Residential Unit, including by way of illustration and not limitation, cabinets, appliances, plumbing and lighting fixtures and the like included at the time of the acquisition of the Residential Unit by the Unit Owner from the Declarant.

(ii.) All interior doors their casements and the opening, closing and locking mechanisms and hardware of such doors.

(iii.) All wall and ceiling-mounted electrical fixtures and recessed junction boxes serving them.

(iv.) All floor, wall, baseboard or ceiling electrical outlets and switches and the junction boxes serving them.

(v.) The cable/satellite television and telephone connections to the Residential Unit and the junction boxes serving them.

(vi.) All plumbing fixtures and the piping, valves and other connecting and controlling equipment, materials or devices laying between the fixtures and the main water or sewage lines serving the Residential Unit but specifically excluding trade fixtures.

(vii.) Any fireplace system serving the Residential Unit, including all transmitting, connecting and controlling equipment, materials or devices which are a part of said system.

(viii.) An undivided in the Common Elements, excepting the Limited Common Elements.

(ix.) Any exterior balconies, decks or patios adjacent to the Unit

(x) Not included as part of a Unit are any structural components of the Building(s). No Unit Owner shall own as part of his/her/its Unit any pipes, wires, conduits, public utility lines or other structural components running through his/her/its Unit and serving more than his/her/its Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit.

Section 2.4. Conveyance of Unit Owner's Interest. Any deed, mortgage, lease or other instrument purporting to affect a conveyance of a Unit without including also the Unit Owner's interest in the Common Elements or Limited Common Elements, such as a Parking Stall, shall be deemed and interpreted to include the interest so omitted even though the latter are not expressly mentioned or described therein.

Section 2.5. Marina. The marina located on the premises is part of the limited common elements. The marina is a private marina. Each unit owner will be assigned a slip within the marina for their exclusive use and control. Slips may only be occupied by owners of the Unit to which the slip is assigned, tenants approved by the Association or other Unit Owners, under a written agreement between the individual Unit Owners.

Section 2.6. Subject to Association approval, a Unit Owner may lease their slip to another Unit owner or a tenant for a term not to exceed one year. Repeated one year leases may be used. The Developer or its individual members may continue to occupy slip(s) until such time as they are no longer owners of any lands or units within the condominiums. The fee to be paid by persons who are not Unit Owners or tenants will be determined by the Developer until all Units in all phases are sold.

ARTICLE III.
THE ASSOCIATION OF UNIT OWNERS

Section 3.1. Membership. All Unit Owners are members of the Association. The operation, use and management of the Condominium shall be vested in the Association. No Unit Owner, except an authorized officer of the Association, or authorized member of its Board shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in the Bylaws, the Wisconsin Condominium Ownership Act and this Declaration, subject to the rights reserved by Declarant herein, including but not limited to those rights reserved by Declarant in Sections 13.1 and 13.2.

Section 3.2. Administration of the Association. All Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration, the Bylaws of the Association and the Wisconsin Condominium Ownership Act. All Unit Owners, tenants of Units, Invitees and other occupants shall comply with the provisions of this Declaration, the Bylaws and decisions and resolutions of the Association or its representatives, all as lawfully amended from time to time, and failure to comply with any such

provisions, decisions or resolutions, shall be grounds for an action to recover any sums that may be due and related to such failure, for other damages and, if applicable, for injunctive relief.

Section 3.3. Votes of Unit Owners.

(a) All voting concerning the administration of the Condominium shall be in accordance with this Section 3.3(a). Voting is on the basis of one vote per Unit. The vote for each Unit may be cast as agreed by the person(s) who have an ownership interest in the Unit and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from that Unit. One who holds a land contract purchaser's interest or any other such equitable interest shall be considered the Unit Owner for voting purposes. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the La Crosse County Register of Deeds' office.

(b) Voting rights are granted concurrent with the recording of this Declaration, excepting the Declarant's special rights as set forth elsewhere herein.

(c) In the event the Declarant is an owner of a Unit, said Declarant owner shall be entitled to cast the vote designated above. For the purpose of clarification, "Declarant" as used herein shall not include individual members of the Declarant who may purchase individual Units.

(d) In no event shall an owner of a Unit be entitled to vote in accordance with this Section 3.3 until the Unit is substantially constructed and ready for occupancy.

ARTICLE IV.
COMMON ELEMENTS

Section 4.1. Definition. Without intending to limit the term, "Common Elements" expressly includes all of the Condominium except the Units, and specifically includes (but without limitation except as provided below), the following:

(a) The land on which the Building(s) are located;

(b) Pedestrian walks, driveways, roads within the Condominium Development, yard, garden, and parking areas;

(c) Installation of central services, if any, providing services for more than one Unit, such as sewer, power, light, gas, and water;

(d) Such community and commercial facilities as may be provided for in this Declaration, if any;

(e) Security system, if any, for common areas and the marina;

(f) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use except as otherwise limited herein;

(g) The Limited Common Elements (subject to the usage and maintenance limitations set forth below); and

(h) All other portions of the Condominium not included in the definition of the Unit as described above.

(i) The marina and all associated docks, piers, boat slips and equipment which is nor privately owned by a Unit Owner, Occupant of a slip under an agreement with the Developer or the Association, Tenant, Guest or Invitee.

Section 4.2. Common Elements Not Part of Unit. No Unit Owner shall own any pipes, wires, cables, conduits, public utility lines or other structural components running through his/her/their Unit and serving more than his/her/their Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit.

Section 4.3. Use of Common Elements. Each Unit Owner may use the Common Elements in accordance with the purpose for which they were intended pursuant to this Declaration and the Association Instruments adopted by the Association without hindering or encroaching upon the lawful rights of the other Unit Owners.

Section 4.4. Repair and Maintenance. The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Association Instruments and the Wisconsin Condominium Ownership Act.

Section 4.5. Easements. Each of the following easements and easement rights is reserved through the Condominium and is a covenant running with the land of the Condominium, and notwithstanding any of the other provision of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easement.

(a) Utility and other Easements. The Association, through the Board, has the power, without joinder of any Unit Owner, to grant, modify or more easements such as electric, gas, cable television, or other access, utility or service easements, or relocate any existing easements, in any portion of the Common Elements as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, through the Board, may also transfer title to utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any utility company or governmental agent.

(b) Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Element encroaches upon any Unit, then an easement shall exist to the extent of the encroachment as long as the encroachment exits.

(c) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portion of the Common Elements as from time it time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

Section 4.6. Restraint upon Separation and Partition. The undivided share of ownership on the Common Elements and common surplus appurtenant to a Unit cannot be conveyed or separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units.

ARTICLE V.
LIMITED COMMON ELEMENTS

Section 5.1. Repair and Maintenance. Each Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Elements which have been identified in the Condominium Instruments as belonging to such Unit Owner, including Limited Common Elements located outside of and/or adjoining their respective Unit, including but not limited to balconies, patios, decks, driveways, boat slips, terraces, and Parking Stalls. Unless and until such time as the Board determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the Limited Common Elements (except that the Association shall maintain the driveways, exterior parking stalls and marina as they do other Common Elements) the exclusive use and possession whereof is extended hereby, at his/her own expense including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such Limited Common Element in any manner contrary to such rules and regulations as may be established by the Board or the Developer.

Section 5.2. Use. Subject to rules and regulations established by the Association's Board, and except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined by the Unit Owner or Owners who have the exclusive use of such Limited Common Elements.

ARTICLE VI.
RESTRICTIONS ON USE

Section 6.1. Units. The Residential Units and Limited Common Elements appurtenant to such Residential Unit shall be used for residential purposes only, by the Unit Owners, their respective family members, guests and approved tenants; and shall not be used for any trade or

business. No Residential Unit may be divided into a smaller Residential Unit or Units, nor shall part of a Residential Unit be sold or otherwise transferred. No leasing of Residential Units is permitted without advance written consent of the Board. Transient occupancy, use or rental, for such purposes as Airbnb, VRBO or similar uses, is expressly prohibited. Notwithstanding anything to the contrary contained herein, the use of the Residential Units, Common Elements, and Limited Common Elements shall comply with all applicable ordinances, statutes, rules or other validly imposed requirements of any governmental body or agency and any other restrictions as contained in the Association Instruments and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements by other Unit Owners.

Section 6.2. Material Storage. There shall be no storage of any material which would increase the insurance rates on the Condominium.

Section 6.3. Enforcement. Any and all attorneys' fees and other expenses incurred by the Developer and/or Association in the enforcement of this Declaration shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

Section 6.4. Damage; Indemnity; and No Nuisance. No damage to, or waste of, the Common Elements or Limited Common Elements or any part thereof shall be committed by any Owner or any Invitee, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by it, him or her or its, his or her Invitee, to the Association or other Owners. No noxious, destructive, illegal or offensive activity shall be carried on in any Unit, on the Common Elements, or on the Limited Common Elements or any part thereof; nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Unit. Use of radios, stereos, television, musical instruments, mechanical equipment and other devices emitting sound shall be limited to volumes which are not audible to other Unit Owners in their Units. Electrical devices for the control of insects shall not be permitted.

ARTICLE VII.
COMMON EXPENSES

Section 7.1. Allocation of Common Expenses. Common Expenses shall generally be allocated and assessed on an annual basis among the Units based upon the number of units completed and/or under construction. The cost of maintenance, repair and replacement of those Common Elements is a common expense.

Section 7.2. Lien. The assessment of Common Expenses, together with such interest as the Association may impose in the Bylaws for delinquencies and with costs of collection and actual attorneys' fees, constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wis. Stats., or as amended. Provided, however, that any such lien shall be inferior and subordinate to the lien for all sums payable to any first mortgage of record, which is recorded prior to any lien claim being recorded with the Register of Deeds Office or Clerks of Courts office for La Crosse County, WI.

Section 7.3. Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a statement of condominium lien as described in Section 703.16(9), Wis. Stats., or as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency resulting in the filing of a statement of Condominium lien against a Unit shall constitute an act of default under any mortgage secured by the Unit.

Section 7.4. Joint and Several Liability. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit.

Section 7.5. Foreclosure of Lien. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he or she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute. In the event the mortgagee of a first mortgage of record or any other purchaser of the Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his or her successors and assigns shall not be liable for the total share of Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which Common Expenses or assessments became due prior to the acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners except the mortgagee or any other purchaser of a Unit who obtained title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure.

Section 7.6. Payment of Assessments. Except for items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of a monthly maintenance fee determined by a budget of Common Expenses prepared by the Association. Special assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Association may determine.

Section 7.7. Working Capital Fund. In accordance with 38 C.F.R. § 36.4358(b)(4)(ii), a working capital fund shall be established for the initial months of the project operations equal to a minimum of two months' estimated Common Expenses for each Unit.

ARTICLE VIII.
INSURANCE

Section 8.1. Casualty Insurance to be Maintained by the Association. Subject to the discretion of the Board as provided for in the immediately following sentence, the Association shall obtain and maintain property and casualty insurance coverage using the special perils form, or its equivalent, equal to 100% of the full replacement value of the Building(s), the Common Elements, the Limited Common Elements, and any personal property owned by the Association.

The amount of such insurance coverage, the nature of hazards insured against, and the amount of any deductibles with respect to such insurance shall be reviewed by the Board and adjusted annually, if necessary, to reflect changes in the replacement value of the property being insured and after due consideration of such other matters as the Board deems appropriate in its reasonable discretion. Such insurance coverage shall be written in the name of, losses covered thereby 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 their respective Percentage Interests. The proceeds of the insurance shall be applied and disbursed by the Board for the repair, replacement and reconstruction of the Condominium.

Section 8.2. Liability Insurance to be Maintained by Association. The Association shall obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, property damage and such other similar events commonly insured against, arising out of or in connection with the use, ownership or maintenance of the Condominium. The limits of such insurance shall be as determined from time to time by the Board, and such insurance shall name as insureds the Declarant, Unit Owners, the Association and its Board, and the officers of the Association and such other Persons as deemed appropriate by the Board.

Section 8.3. Fidelity Coverage. To the extent commercially reasonable and available in the Board's discretion, the Association shall obtain and maintain fidelity insurance against dishonest acts by any person, whether such person is compensated or uncompensated, responsible for handling the funds belonging to or administered by the Association. In the alternative, the Association may require such persons to obtain said fidelity insurance or to provide the Association with a fidelity bond at such person's expense or the expense of the Association, as the Board may determine. The Association shall be a named insured or obligee under such insurance or bond, as the case may be. The amount of such insurance or bond shall be determined by the Board from time to time.

Section 8.4. Certificates. The Association shall, upon demand by a Unit Owner, furnish the Unit Owner certificates evidencing the insurance coverages to be obtained and maintained by the Association pursuant to Sections 8.1, 8.2 and 8.3 above.

Section 8.5. Other Insurance Coverages. The Association may maintain such other insurance coverages as its Board deems appropriate, including, by way of illustration, worker's compensation insurance (to the extent necessary to comply with any applicable laws).

Section 8.6. Premiums. Premiums for the insurance coverages maintained by the Association pursuant to Sections 8.1, 8.2 and 8.5 (or the cost of any bond as provided in Section 8.3) shall be assessed to each individual Unit Owner as part of its Common Expenses, with the amount to be assessed to each Unit to be determined by the Board within its reasonable discretion, based upon the available underwriting criteria of the insurance companies providing the applicable coverage. The determination of the Board with regard to such assessments shall be final and binding upon all Unit Owners.

Section 8.7. Other Insurance Obtained by Unit Owners. Maintenance of insurance by the Association does not relieve nor prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with regard to risks not insured by it.

Section 8.8. Damage or Destruction. In the event of damage to or destruction of all or and part of the Building(s) which are part of the Condominium, seventy-five percent (75%) of the Unit Owners must affirmatively vote to repair the damage or rebuild the destroyed property. Unit Owners are hereby advised that the coverages and limits of the insurance to be maintained by the Association under this Article VIII for the Unit Owners' benefit may not be sufficient to fully insure against any actual claims made or losses suffered. Upon the repair or reconstruction, the original "as built" architectural design, plans and specifications for the Condominium as it was originally constructed and finished by the Declarant shall be observed as nearly as practicable, including, without limitation, fixtures, interior partitions, interior doors, (including hardware), floors and stairways, built-in cabinets, built-in appliances, kitchen and bathroom tile, plumbing, wiring, heating and air-conditioning systems, floor coverings, wall coverings, and painting which comprise a part of the Condominium within the individual Units, and including changes required by all applicable governmental building codes, unless the Association authorizes a variance; provided, however, that, regardless of any authorized variance, the number of interior square feet of any Unit may not vary by more than five percent (5%) from the number of interior square feet of such Units as originally constructed. The number of Units shall remain the same. In the event of any variance, an amendment to the Declaration and an addendum to the Condominium Plat shall be recorded. All insurance proceeds received by the Association as a result of any damage or destruction to the Condominium shall be applied to the cost of repair or reconstruction. In the event the available insurance proceeds are insufficient to pay in full the cost of repairs or reconstruction, then in such event the shortfall shall be assessed to the Unit Owners as a special assessment in the manner provided in the Association Instruments.

ARTICLE IX.
CONDEMNATION

The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award of proceeds of settlement for a taking of part of all of the Common Elements shall be payable to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The procedure for dealing with the total or partial condemnation of the Condominium shall be that set forth in Section 703.19, Wis. Stats., as the same may be amended from time to time.

ARTICLE X.
ALTERATION AND DECORATION OF UNITS

Section 10.1. Alterations. A Unit Owner may make improvements or alterations within his or her Unit; provided however, that such improvements or alterations do not impair the structural soundness or integrity or lessen the support of any portion of the Building(s), do not reduce the value of the Condominium, and do not impair any easement. No exterior additions or alterations to the Building, fences, shrubs and trees, hedges, walkways, windows and other structures are allowed without advance written approval by the Developer, as long as its owns

any lands or units within the Development and Board of the Association, if one has been created. Any improvements or alteration which changes the floor plan of a Unit as designated on the original Condominium Plat or amendments thereto must be evidenced by the recording of a modification to the Condominium Plat before it shall be effective and must comply with the then legal requirements for such a purpose. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of other Units, Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

Section 10.2. Expenses. All expenses involved in such improvements or alterations, including expenses to the Association, which it may charge as a special assessment to the affected Units, shall be borne by the Unit Owners involved.

ARTICLE XI.
EASEMENTS

Section 11.1. Grant of Easements. In addition to existing easements of record, easements are reserved over, through and underneath the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, electrical wires, television wires, security wires, and street lights, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant and Unit Owners. Easements for ingress and egress are reserved to the Association in, over, and under the Units, Common Elements and Limited Common Elements, their ceilings, floors, and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from such easements and any costs related thereto shall be regarded as a Common Expense.

Section 11.2. Easements Run with the Land. All easements and rights set forth in this Declaration run with the land and are subject to the control of and enforcement by the Association. No Unit Owner shall commit any act which would jeopardize the soundness or safety of the property subject to this Declaration, reduce the value thereof, or impair any easement or hereditament.

ARTICLE XII.
MAINTENANCE

Section 12.1. Association Maintenance. The maintenance, repair and replacement of all Common Elements and Association property shall be performed by the Association, and the cost is a Common Expense. The Association's maintenance responsibilities includes, without limitation; all electrical conduits located outside the Unit; plumbing fixtures and installations located outside the Unit, other installations located within a Unit but serving another Unit, or located outside the Unit for the furnishing of utilities to more than one Unit or the Common Elements. The Association's responsibility does not include interior electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations

located within the Unit and serving only that Unit. If, in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium property which the Unit Owner is required to maintain, repair, and replace, the Association shall be responsible for reinstallation or replacement of that item, to its unfinished state (i.e. excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium property as originally installed by the Declarant, or replacements thereof of like kind and quality. Replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner.

Section 12.2. Unit Owner Maintenance. Each Unit Owner shall furnish, at his/her/their own expense, and be responsible for all decoration, furnishing, housekeeping, maintenance, repairs and replacement of interior surfaces of each Unit, together with utility lines, mechanical equipment, heating, ventilation and air-conditioning equipment and fixtures which serve only one Unit, electrical fixtures and equipment which serve only one Unit, and such fixtures and equipment which are located within one Unit; and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, storm doors, windows, door and window hardware appurtenant to each Unit. Each Unit Owner is also responsible for the general cleanliness and presentability of the Limited Common Elements appurtenant to his/her/their Unit. Except as otherwise provided herein, the expense of such maintenance, repairs and replacement shall be borne solely by each such Unit Owner. No Unit Owner, except as otherwise provided herein or in the Bylaws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement of hereditament. In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of the Owner, his family, or Invitees, the cost of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such Unit is subject. In the event an Owner fails to properly maintain and repair his Unit, then the Association, at the discretion of the Board, may make such repairs and do such maintenance as it may deem necessary to properly maintain that Unit. The cost thereof shall be assessed against the Unit Owner and the Association shall have a lien against the Unit for that cost as provided in this Declaration for Common Expenses. The Association may enter any Unit, and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. Prior notice to the Unit Owners shall be attempted, and the entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as a Common Expense.

Section 12.3. Utilities. Each Unit Owner shall pay for his/her/their own telephone, cable television, electrical, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expense.

Section 12.4. Negligence of Owner. If, due to the negligent act or omission of a Unit Owner, or a member of his/her/their family, a household pet, or an Invitee of 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 a 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 Bylaws of the Association.

ARTICLE XIII.
RESERVED RIGHTS OF DECLARANT; TURNOVER OF CONTROL

Section 13.1. Declarant Control. Except as provided in section 703.15(2)(d), Wis. Stats., or as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members and its directors until the earlier of either of the following shall occur: (i) expiration of three (3) years from the date this Declaration is recorded; or (ii) thirty (30) days after conveyance to purchasers of Units entitled to cast Seventy-five Percent (75%) of the votes available in the Association. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units, (b) make contracts and agreements on behalf of the Association for maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations of the use of the Condominium. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

Section 13.2. Reservation of Rights. Notwithstanding any provision to the contrary, including the Turnover of Control, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit, and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefore); (ii) to conduct promotional and sales activities using unsold Units, the Limited Common Elements and Common elements, which activities shall include but need not be limited to maintaining sales and management offices, parking areas, and advertising signs; (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

Section 13.3. Delegation of Rights. The Declarant may assign or delegate some or all of the Declarant's rights and duties (including the rights granted pursuant to this Article XIII)

hereunder by recording an instrument reciting such assignment or delegation with the Register of Deeds of Dane County, Wisconsin.

Section 13.4. Reservation of Easement. Declarant, and persons it may select, shall have the right of ingress and egress over, upon, and across the Common Elements and Limited Common Elements and facilities, and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development, and sales of the Units and operation of the Units and Common Elements and facilities in connection with the Condominium and the overall development of which the property is a part. Declarant and its agent shall retain the right to use the sales office and model Residential Unit, if any, and the Common Elements and Limited Common Elements and facilities in connection therewith during the period of development and sale of the Condominium.

ARTICLE XIV.
MISCELLANEOUS PROVISIONS

Section 14.1. Association Rules and Regulations. The Association may from time to time promulgate such reasonable rules and regulations as are deemed necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the Common Elements, and to cause each Unit Owner to be free from any unreasonable interference with the peaceful use of his Unit and its appurtenances.

Section 14.2. Agent for Service of Process. Service of process on the Condominium or the Association may be made on **Attorney Phillip James Addis, Addis Law, LLC 504 Main Street, Suite 200, P O Box 1627, La Crosse, WI 54602-1104**

Section 14.3. The Board may, however, at any time designate a different person to receive service of process. The designation of a different person to receive service of process shall become effective upon being filed with the Wisconsin Department of Financial Institutions.

Section 14.4. Separate Mortgages of Units. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interests in the Limited Common Elements and the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Limited Common Elements and the Common Elements.

Section 14.5. Separate Real Estate Taxes. Real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof, allocated in accordance with his respective percentage of ownership interest in the Common Elements.

Section 14.6. Impairment of Structural Integrity of Building. Nothing shall be done in any Unit, Limited Common Elements or in, on, or to the Common Elements which will impair the structural integrity of a Building or which would structurally change any Building except as is otherwise provided herein.

Section 14.7. Compliance. Each Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration or in the deed to his Unit, and with the Bylaws and with the rules and regulations adopted pursuant thereto, as either of the same are amended from time to time. Failure to comply with any of the same shall be grounds for action to recover sums due, for damages or injunctive relief or both, maintainable by the Board on behalf of the Association or, in a proper case, by an aggrieved Unit Owner. Furthermore, all Unit Owners, tenants of such owners, employees of owners and tenants, or any other persons that in any manner use the property or any part thereof shall be subject to the Wisconsin Condominium Ownership Act and to this Declaration, the Articles of Incorporation of the Association and its Bylaws.

Section 14.8. Display of Model(s) by Declarant. Until all Units are sold, Declarant may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Declarant, one or more Units for business or promotional purposes, including clerical activities, sales offices, model Units for display and the like; provided that the activities in the Units so occupied do not unreasonably interfere with the quiet enjoyment of any other Unit Owner or occupant.

Section 14.9. Severability and Interpretation. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration. The intent of this Declaration is to comply with Wisconsin Statutes and the provisions hereof shall be interpreted in the light of this expressed indication of intent.

Section 14.10. Certificates. All certificates stating facts in regard to the Condominium or any of its Units, including statements of condominium lien, statements regarding unpaid assessments against any Unit or the then-current status of documents related to the Condominium, shall be signed on behalf of the Association by an officer thereof.

Section 14.11. Encroachments. If any portion of a Unit, Limited Common Element or Common Element encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or on the Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

Section 14.12. Amendments. Except as otherwise specifically provided herein, this Declaration may only be amended with the written consent of at least Seventy-five Percent (75%) of the Unit Owners and with the written consent of at least Seventy-five Percent (75%) of the first mortgagees of the Units; provided, however, that no such amendment may substantially impair the security of any Unit mortgagee. No amendment to this Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the La Crosse County Register of Deeds. For purposes of this provision, each Unit shall have one (1) vote. Furthermore, for purposes of clarification, it is intended that any amendment shall require both

the affirmative vote of at least Seventy-five Percent (75%) of the Unit Owners and the affirmative vote of at least Seventy-five Percent (75%) of the first mortgagees, calculated on a per-Unit basis. Notwithstanding the foregoing, no amendment to this Declaration that effects the Owner of the Commercial Unit may be made without the Commercial Unit Owner's written consent.

Section 14.13. Remedies. If any Unit Owner fails to comply with any provisions of the Act, this Declaration, the Association's Bylaws, the Articles of Incorporation, or any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred dollars ($100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

Section 14.14. Eminent Domain. In the event of a taking of any of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wis. Stats., as amended, shall control; and provided, further, if Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

Section 14.15. Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the other Condominium Instruments, the Association Instruments, or any administrative Rules and Regulations, or between any of them, this Declaration shall be considered the controlling document.

Section 14.16. Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as may be specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes or other charges made by the Declarant and provided to any person shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

Section 14.17. Declarant Bound. So long as the Declarant, its successors and assigns, owns one or more of the Units, the Declarant and its successors and assigns shall be subject to the provisions of this Declaration.

Section 14.18. Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

Section 14.19. Signs. No signs shall be displayed from the Units, Limited Common Elements or the Common Elements except those of the Declarant and the Association. Holiday and Seasonal Decorations are allowed, provided they do not damage any Common Element or Buildings, however, are subject to restriction as set forth in the Rules and Regulations.

Section 14.20. Pet Rules and Regulations. Regulations and Restrictions as to pets are contained in the By-Laws and/or or the Rules and Regulations for Occupants of the Units.

Section 14.21. Limitation on Enforcement of Some Conditions. No covenant, condition or restriction set forth in this Declaration, the Association Instruments or any Rules or Regulations adopted by the Association pursuant to the authority granted to the Association pursuant to this Declaration or the Association Instruments may be applied to discriminate against any individual in any manner described in Section 106.04, Wisconsin Statutes, or as described in any other City, state or federal statutes, ordinances, regulations or rules.

Article XV
Dispute Resolution and Limitation on Litigation

Section 15.1. Consensus for Association Litigation. Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval at least 75% of the Unit owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the foreclosure of liens); (b) the collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Prior to the Association or any Member commencing any judicial or administrative proceeding to which the Declarant is a party and which arises out of an alleged defect in the Common Areas, Limited common Areas; the land or the Unit or on any improvement constructed upon the Properties, the Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of the Properties, including any improvement as to which a defect is alleged. In addition, the Association or the Member shall notify the builder who constructed the subject improvement prior to retaining any other expert as an expert witness or for other litigation purposes.

Section 15.2. Alternative Method for Resolving Disputes. The Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, any Builder, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to use good faith efforts to resolve those claims, grievances or disputes described in Sections 15.3 ("Claims") using the procedures set forth in Section 15.3 in lieu of filing suit in any court,

Section 15.3. Claims. Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 15.4.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall <u>not</u> be Claims and shall <u>not</u> be subject to the provisions of Section 15.4:

(a) any suit by the Association against any Bound Party to enforce the provisions related to the payment of Assessments;

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the Rules and Regulations; Declaration or By-Laws.

(c) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(d) any suit in which any indispensable party is not a Bound Party;

(e) any suit related to a mortgage foreclosure or brought by the City, County or State to enforce a law or ordinance; but

(f) with the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 15.4.

Section 15.4. Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (individually, a "Party", or collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

1. the nature of the Claim, including the Persons involved and Respondent's role in the Claim;

2. the legal basis of the Claim (i.e., the specific authority out of which the Claim arises;

3. Claimant's proposed remedy; and

4. that Claimant will meet with Respondent to discuss in good faith ways to resolve the dispute.

(b) Negotiation and Mediation.

I. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith

negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

2. If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the Claim to mediation to an independent agency providing dispute resolution services in the La Crosse, Wisconsin area. The selection of such agency shall be subject to the mutual consent of the Parties.

3. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

4. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

5. Upon Termination of Mediation, if the matter was not resolved, the Claimants waive the right to any judicial proceedings, except as set forth in are bound Any Decision which cannot be resolved by majority vote of the Unit Owners shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction of the award. The arbitration shall be held in the City of La Crosse, La Crosse County, Wisconsin. Each party shall bear their own expenses of arbitration, including attorney's fees, and each Party shall share equally all charges rendered by the arbitrator.

6. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 15.4 and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file judicial suit or outdate initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 15.4. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.

IN WITNESS WHEREOF, Declarant has caused this document to be signed effective this 2nd day of August, 2018.

WATER PLACE ONE, LLC

By: _____

Steven Mathy, as a representative of
Waloon Investments, LLC.

Subscribed and sworn to before me this
2nd day of August, 2018.

_____

State of Wisconsin, Notary Public
State of WI, Commission is permanent.

By: _____

Jeff M. Wieser, as representative of
WI Development, LLC

Subscribed and sworn to before me this
3rd day of August, 2018.

_____

Phillip James Addis, Notary Public
State of WI, Commission is permanent.

PHILLIP JAMES ADDIS
Notary Public
State of Wisconsin

EXHIBIT A

LEGAL DESCRIPTION

LOT 1 OF CERTIFIED SURVEY MAP NUMBER 14 RECORDED IN VOLUME 17 IN THE LA CROSSE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NUMBER 1683829, LOCATED IN THE NORTHWEST QUARTER (NW ¼) OF SECTION 13, TOWNSHIP 104 NORTH, RANGE 4 WEST, CITY OF LACROSSE, LA CROSSE COUNTY, WI.

FURTHER DESCRIBED AS

UNITS 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124 AN 125

OF PETTIBONE POINTE CONDOMINIUMS RECORDED WITH THE REGISTER OF DEEDS OFFICE FOR LA CROSSE COUNTY AS DOCUMENT NUMBER 1703574 IN VOLUME 4 OF PLATS, PAGES 43 – 43 I ON DECEMBER 7, 2017

EXHIBIT B

CONDOMINIUM PLAT

RECORDED SEPARATELY AS

PETTIBONE POINTE CONDOMINIUMS RECORDED WITH THE REGISTER OF DEEDS OFFICE FOR LA CROSSE COUNTY AS DOCUMENT NUMBER 1703574 IN VOLUME 4 OF PLATS, PAGES 43 – 43 I ON DECEMBER 7, 2017

EXHIBIT C

OWNERSHIP PERCENTAGE

26 UNITS – NUMBERS 100 -125 EACH HAVING A 1/26 UNDIVIDED INTEREST

ASSESSMENT PERCENTAGES FOR COMMON EXPENSES ARE SET FORTH IN THE BY-LAWS

BYLAWS OF

PETTIBONE POINTE HOMEOWNERS ASSOCIATIONS, LLC.

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BYLAWS OF

PETTIBONE POINTE HOMEOWNERS ASSOCIATION, LLC.

ARTICLE I.
NAME AND LOCATION

Section 1.1. Name. The name of the corporation shall be **PETTIBONE POINTE HOMEOWNERS ASSOCIATION, LLC.** (The "Association").

Section 1.2. Location. The principal office of the Association shall be at 920 10th Avenue North, Onalaska, WI 54650. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

ARTICLE II.
APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

Section 2.1. Application. These Bylaws, together with the Declaration of Pettibone Pointe Condominiums (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Condominium and all present or future owners, tenants, employees and other persons using it. The mere acquisition or occupancy of a Unit (as defined in the Declaration) will signify the acceptance and ratification of these Bylaws by all such persons.

Section 2.2. Members. The Members of the Association shall consist of the Unit Owners who have record title in their names or who are the purchasers under a recorded land contract. Members shall also include those that have purchased a Unit, but the evidence of transfer, such as a deed has not been recorded.

Section 2.3. Initial Organization. Notwithstanding any provision set forth in these Bylaws to the contrary, Water Place One, LLC (the "Declarant"), shall designate the initial Board, consisting of five (5) persons. These Board Members may meet by phone and vote electronically until the provisions set forth in 2.3 (a) below occur. Such members of the Board, or successors to any of them as designated by Declarant, need not be Unit Owners and shall continue to serve as follows:

a. Upon conveyance of Seven (7) of the Units, as defined in the Declaration and these By-Laws, by Declarant to purchasers, a special meeting of the Members shall be called, at which time at least one (1) member of the initial Board, or their successors as designated by Declarant, shall tender their resignations and the Unit owners other than Declarant shall elect new members of the Board to replace those who resign, such election to be in accordance with the provisions of Article V of these Bylaws;

b. Upon conveyance of Fourteen (14) of the Units by the Declarant to purchasers, a special meeting of the Members shall be called at which time such members of the initial Board, or their successors, shall tender their resignations and the Unit

owners, including the Declarant shall elect new members of the Board to replace those who resigned, such election to be in accordance with the provisions of Article V of these Bylaws;

c. Subsequent to the special meeting called in accordance with paragraph (a) above and, if necessary, in accordance with paragraph (b) above and upon the conveyance of Twenty-one (21) of the Units by the Declarant to purchasers, a special meeting of the Members shall be called not later than thirty (30) days thereafter, at which time all Directors of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignations, shall resign and the Members shall elect such number of new Directors of the Board of Directors as shall be necessary so that the Board of Directors shall consist of five (5) persons, including such new Directors as may have been elected pursuant to paragraphs (a) and (b) above, in accordance with the provisions of Article V of these Bylaws.

For the purpose of determining the percentages in paragraphs (a), (b) and (c) above, the undivided interest in the Units shall be deemed to consist of Twenty-Six (26) Unit interests. Declarant shall be deemed to own all Twenty-Six (26) Unit interests less those Units actually conveyed by Declarant.

ARTICLE III.
VOTING, MAJORITY OF MEMBERS, QUORUM, PROXIES

Section 3.1. Voting. Each Member shall have one (1) vote for each Unit owned. The Declarant shall have initially Twenty – six (26) votes, which represents one (1) vote per plated Unit. If a Unit is owned by more than one person the vote for that Unit may be cast as agreed by the persons who have an ownership interest in the Unit and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. If the owners of any Unit cannot agree on how to vote, no vote may be accepted from that Unit for the particular item voted upon. There shall be no cumulative voting.

Section 3.2. Majority Vote. At any meeting at which there is a quorum (as defined in Section 3.3 below), the decision of the majority of Members, in attendance at the meeting and voting in person or by proxy, shall be binding on the Members. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members holding more than Fifty Percent (50%) of the votes entitled to be cast shall constitute a quorum.

Section 3.3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for one hundred eighty (180) days.

ARTICLE IV.
MEETINGS

Section 4.1. Roster of Members. The Association shall maintain a current roster of names, e-mail addresses, cell, work and home, numbers, a mailing address and physical addresses of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address; an

e-mail or similar electronic delivery system. No Member may vote at meetings of the Association until the foregoing information is furnished.

Section 4.2 Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the Members as may be designated by the Board.

Section 4.3. Annual Meetings. The annual meetings of the Association shall be held once each calendar year on a date and at a time to be determined by the Board. At each annual meeting the Members shall elect members of the Board in accordance with Article V hereof. The Members may also transact such other business of the Association as may properly come before them.

Section 4.4. Special Meetings. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the holders of three-fourths (3/4) of the votes of Members present, either in person or by proxy.

Section 4.5. Notice of Meetings. The Secretary shall deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, by e-mail, at the e-mail address provided in the roster,, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The sending of a notice in this manner in this Section shall be considered notice served and such notice shall be effective upon the date of sending. The Sender shall request a read receipt and a delivery receipt. If a Unit Owner specifically requests in writing, the Notices will also be sent by 1st class mail, postage prepaid to the mailing address listed in the roster.

Section 4.6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may postpone the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. No new notice of meeting will be required. No business transacted or votes may be taken unless there is a quorum. Order of Business. The order of business at all meetings of the Members shall be in the discretion of the President and Secretary, but should include the following:

a. Roll call.

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

c. Reading of minutes of preceding meeting.

d. Reports of officers.

e. Reports of committees.

f. Election of Directors (when applicable).

g. Unfinished business.

h. New business.

Section 4.7. Running a Meeting. When a meeting is held, if there are any items to be voted on, it should discussed by all Members at the meeting and then put to a vote. Except where inconsistent with these Bylaws, meetings may be run in accordance with Parliamentary Procedure in accordance with the latest revised edition of Roberts Rules of Order.

ARTICLE V.
BOARD OF DIRECTORS

Section 5.1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of at least five (5) persons, all of whom shall be Unit owners, except for the initial Board, subject to the provisions of Article II, Section 2.3 hereof.

Section 5.2. Election and Term of Office. The term of office of the Directors shall be fixed as follows:

a. The terms of the Directors elected in accordance with paragraph (a) of Section 2.3 of Article II shall expire on the date of the annual meeting next succeeding the date of their elections. Thereafter, the term of each Director elected or re-elected in succession of such Director(s) shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

b. Terms of Initial Directors.

i. The term of one of the Directors elected in accordance with paragraph (b) of Section 2.3 of Article II shall expire on the date of the annual meeting which next succeeds the annual meeting at which the terms of the Director(s) elected under paragraph (a) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succession of this Direction shall be for one (1) year each and shall expire on the date of the annual meeting which next succeeds the date of such election or re-election.

ii. The terms of the other Directors elected in accordance with paragraph (b) of Section 2.3 of Article II shall expire on the date of the annual meeting which next succeeds the annual meeting at which the terms of the Directors elected under paragraph (a) hereof shall expire. Thereafter, the term of each Director elected or re-elected in succession of these Directors shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

iii. At the time of the initial election of the Directors under this paragraph (b), each candidate for election as Director shall declare, before the votes are cast, the length of the term as Director for which he or she is a candidate.

Each Director shall hold office until his or her successor has been elected and has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that there shall be no cumulative voting. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected.

Section 5.3. Powers and Duties. The Board shall have the Powers necessary to run the Association, including but not limited to:

a. make and enforce (including enforcement through the establishment of a system of fines) rules and regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Condominium;

b. make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

c. execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium, including acquiring and conveying property and suing on behalf of all Members;

The Board shall also have the following duties:

a. satisfy all liens against the Condominium and pay necessary expenses connected the running of the Association and preserving the Common Elements.

b. prepare and submit for approval the proposed operating budgets and reserve accounts for the Association;

c. perform such other functions as are required or permitted by law, the Declaration or these Bylaws.

Section 5.4. Fees. No fee or other compensation shall be paid to any Member of the Board, other than the reimbursement of approved expenses, at any time except by specific resolution of the Association. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director for the remainder of the term of his predecessor.

Section 5.6. Removal of Directors.

At any regular or special meeting duly called, any one or more of the Directors elected by the Members pursuant to Article V, Section 5.2, may be removed with or without cause by Members holding more than fifty percent 75% of the votes entitled to be cast (that is more than 50% of all Members of the Association) and a successor may then and there be elected to fill the vacancy thus created. The successor elected at such meeting shall be elected for the remainder of the term of the removed Director. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 5.7 Organization Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held at a date and time most convenient to insure the personal attendance of as many Board members as possible, No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 5.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by e-mail, mail, telephone or facsimile, at least three (3) days prior to the day named for such meeting.

Section 5.9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, in the same manner, including by e-mail, as the Annual Meeting, , which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 5.10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5.11. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the vote of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present, then the meeting may be postponed to a later date chosen by a majority of those present. Any business which might have been transacted at the meeting will be postponed until the next meeting.

Section 5.12 Fidelity Insurance and/or Fidelity Bonds. The Board may at its option cause the Association to maintain fidelity coverage against dishonest acts by any persons, paid or volunteer (including officers and employees) responsible for handling funds belonging to or administered by the Association. The amount of such coverage or fidelity bond shall be as determined by the Board.

ARTICLE VI.
OFFICERS

Section 6.1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board. The Directors may elect an assistant treasurer, an assistant secretary or such other officers as in their judgment may be necessary. A Board member may also serve as an officer.

Section 6.2. Removal of Officers. Upon an affirmative vote of Seven-five percent (75%) of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 6.3. President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. He or she shall have all of the general powers and duties which are usually vested in the office of President of a not-for-profit, non-stock corporation.

Section 6.4. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board.

Section 6.5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He or she shall have charge of such books and papers as the Board may direct and he or she shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

Section 6.6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books of account and other customary financial records, all of which shall be the property of the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board. The Treasurer shall also be responsible for the billing and collection of all Regular Assessments and Special Assessments made by the Association.

Section 6.7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

ARTICLE VII.
COMMITTEES

The Board of Directors shall have the authority to establish standing and ad hoc committees to assist the Board in conducting the affairs of the Association, and to dissolve any committees which do not, in the judgment of the Board, fulfill the purposes for which they were established. Each committee chairperson shall be a Director appointed by the Board. The Board may specify ex-officio members and appoint others as it deems necessary. The Board act will vote upon the recommendation of each committee in carrying out its responsibilities to the Owners.

ARTICLE VIII.
BUDGET, ASSESSMENTS AND DEPOSITORIES

The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of all common areas and limited common areas; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget. The assessment calculation shall be based upon 26 units.

The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. Assessments shall be subject to the provisions of the Declaration. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his or her deed to his or her Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before the date when such assessments and installments are due. Any assessment or installment not paid when due shall be delinquent, and the Unit owner may be charged interest on the unpaid assessment or installment of such assessment. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments. Such rate of interest shall not exceed eighteen percent (18%) per annum for natural persons or the maximum rate of interest permitted by the usury laws of the State of Wisconsin. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium

lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 8.3. Assessments to be paid by the Declarant. The Declarant will only be required to pay assessments on Units that have been finished to the level of a "White Box" finish. "White Box" finish is generally defined to mean a plain white box with a minimally finished interior, usually with ceilings, lighting, plumbing, heating and cooling (HVAC), interior walls (painted or unpainted), electrical outlets, bathrooms and an unfinished floor. If there is a shortfall in the funds necessary to pay all expenses due to their being less than 26 units at a White Box finish or owned by other parties, the Declarant shall cover any shortfall until all 26 units are subject to an assessment.

Section 8.4. Special Assessments. The Board may impose special assessments ("Special Assessments") not included in the annual operating budget for amounts necessary to establish or maintain reserves (for operations, capital improvements or otherwise) and such other anticipated or unanticipated expenditures as are approved by the Board from time to time.

Special Assessments shall be paid in a single payment or in such installments as the Board determines. Delinquent Special Assessments shall bear interest as provided in Section 8.2. The Board and the Association shall be entitled to take such actions as may be allowed by law to collect the Special Assessment in the same manner that it is entitled to collect regular assessments under Section 8.2.

Section 8.5. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. The Board may direct that checks of less than One Thousand Dollars ($1,000.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter-signature of designated officers.

ARTICLE IX.
OBLIGATIONS OF THE UNIT OWNERS

Section 9.1. Maintenance and Repair.

a. Every Member must perform promptly all maintenance and repair work within his or her own Unit. Every Member shall keep the terrace or balcony appurtenant to his or her Unit in a clean and neat condition, and is expressly responsible for the damages and liabilities that his or her failure to do so may cause.

b. Each Member shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements or Limited Common Elements in any manner damaged by him or her, any member of his or her family, any tenant, any employee or any other user or occupant of his or her Unit. This will not apply to damage caused by normal wear and tear.

Section 9.2. Use of Common Areas and Facilities. No Member shall place or cause to be placed any objects of any kind in the Common Elements, except in the Limited Common Elements appurtenant to his or her Unit, unless otherwise permitted. Any limitations on use shall be set forth in the Rules and Regulations.

Section 9.3. Right of Entry.

a. Each Member grants a right of entry to his or her Unit to the Association and to any professional property manager, management company or managing agent employed by the Board or to any other person authorized by the Board in case of any emergency, whether the Member is present at the time or not. Any damage or loss caused as a result of such entry shall be at the expense only of the Member if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

b. Each Member shall permit such professional property manager, management company or managing agent employed by the Board or any other person authorized by the Board, or their representatives, when so required, to enter his or her Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in writing (which includes e-mail notice) at least forty-eight (48) hours in advance and that such entry is at a time convenient to the Member.

Section 9.4. Rules of Conduct. The Units, Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws and any Rules and Regulations adopted by the Association.

Section 9.5. Rules and Regulations. The Board shall from time to time adopt rules and regulations ("Rules and Regulations") with regard to the manner of use, enjoyment and occupancy by Unit Owners of their Units and the Common Elements (including Limited Common Elements). All such Rules and Regulations will be adopted by the Board in its reasonably exercised discretion, consistent with its responsibilities to the Members and the Association (i) to further and enhance the maintenance, conservation and beautification of the Condominium, (ii) for the health, comfort, safety and general welfare of the Unit Owners, and (iii) to further the exercise of specific powers and authority of the Association as provided in the Declaration and these Bylaws. Written notice of the Association Rules and Regulations shall be given to all Unit Owners, and the Condominium shall at all times be used, occupied and enjoyed by Unit Owners subject to such Rules and Regulations. Any Rule or Regulation adopted by the Board, or amendments of existing Rules and Regulations adopted by the Board from time to time, may be amended at a meeting called for that purpose by the affirmative vote of those Members holding 75% or more of the total votes of all Members. No rule or regulation may be adopted or enforced by the Board which is conflicts with the terms of the Declaration.

Section 9.6. Remedies. Failure to comply with any of these Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for any financial losses or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Member.

ARTICLE X.
INDEMNIFICATION

Section 10.1. Indemnification for Successful Defense. Within twenty (20) days after receipt of a written request pursuant to Section 10.3, the Association shall indemnify a Director or officer, to the extent he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the Director or officer was a party because he or she is a Director or officer of the Association.

Section 10.2. Section 10.2 Other Indemnification.

a. In cases not included under Section 10.1, the Association shall indemnify a Director or officer against all liabilities and expenses incurred by the Director or officer in a proceeding to which the Director or officer was a party because he or she is a Director or officer of the Association, unless liability was incurred because the Director or officer breached or failed to perform a duty he or she owes to the Association and the breach or failure to perform constitutes any of the following:

i. A willful failure to deal fairly with the Association in connection with a matter in which the Director or officer has a material conflict of interest.

ii. A violation of criminal law, unless the Director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful.

iii. A transaction from which the Director or officer derived an improper personal profit.

iv. Willful misconduct.

b. Determination of whether indemnification is required under this Section shall be made pursuant to Section 10.5.

c. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the Director or officer is not required under this Section.

Section 10.3. Written Request. A Director or officer who seeks indemnification under Sections 10.1 or 10.2 shall make a written request to the Association.

Section 10.4. Non-Duplication. The Association shall not indemnify a Director or officer under Sections 10.1 or 10.2 if the Director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding. However, the Director or officer has no duty to look to any other person for indemnification.

Section 10.5. Determination of Right to Indemnification.

a. Unless otherwise provided by the Articles of Incorporation or by written agreement between the Director or officer and the Association, the Director or officer seeking indemnification under Section 10.2 shall select one of the following means for determining his or her right to indemnification:

i. By a majority vote of a quorum of the Board consisting of Directors not at the time parties to the same or related proceedings. If a quorum of disinterested Directors cannot be obtained, by majority vote of a committee duly appointed by the Board and consisting solely of two (2) or more Directors not at the time parties to the same or related proceedings. Directors who are parties to the same or related proceedings may participate in the designation of members of the committee.

ii. By independent legal counsel selected by a quorum of the Board or its committee in the manner prescribed in Section 10.5(a)(i) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board, including Directors who are parties to the same or related proceedings.

iii. By a panel of three (3) arbitrators consisting of one arbitrator selected by those Directors entitled under Section 10.5(a)(ii) to select independent legal counsel, one arbitrator selected by the Director or officer seeking indemnification and one arbitrator selected by the two (2) arbitrators previously selected.

iv. By a court under Section 10.8.

v. By any other method provided for in any additional right to indemnification permitted under Section 10.7.

b. In any determination under Section 10.5(a), the burden of proof is on the Association to prove by clear and convincing evidence that indemnification under Section 10.2 should not be allowed.

c. A written determination as to a Director's or officer's indemnification under Section 10.2 shall be submitted to both the Association and the Director or officer within 60 days of the selection made under Section 10.5(a).

d. If it is determined that indemnification is required under Section 10.2, the Association shall pay all liabilities and expenses not prohibited by Section 10.4 within ten (10) days after receipt of the written determination under Section 10.5(c). The Association shall also pay all expenses incurred by the Director or officer in the determination process under Section 10.5(a).

Section 10.6. Advance Expenses. Within ten (10) days after receipt of a written request by a Director or officer who is a party to a proceeding, the Association shall pay or reimburse his or her reasonable expenses as incurred if the Director or officer provides the Association with all of the following:

a. A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association.

b. A written undertaking, executed personally or on his or her behalf, to repay the allowance to the extent that it is ultimately determined under Section 10.5 that indemnification under Section 10.2 is not required and that indemnification is not ordered by a court under Section 10.8(b) (ii). The undertaking under this subsection shall be an unlimited general obligation of the Director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

Section 10.7. Non-exclusivity.

a. Except as provided in Section 10.7(b), Sections 10.1, 10.2 and 10.6 do not preclude any additional right to indemnification or allowance of expenses that a Director or officer may have under any of the following:

i. The Articles of Incorporation.

ii. A written agreement between the Director or officer and the Association.

iii. A resolution of the Board.

b. Regardless of the existence of an additional right under Section 10.7(a), the Association shall not indemnify a Director or officer, or permit a Director or officer to retain any allowance of expenses unless it is determined by or on behalf of the Association that the Director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Sections 10.2(a)(i), 10.2(a)(ii), 10.2(a)(iii) or 10.2(a)(iv). A Director or officer who is a party to the same or related proceeding for which indemnification or an allowance of expenses is sought may not participate in a determination under this subsection.

c. Sections 10.1 to 10.12 do not affect the Association's power to pay or reimburse expenses incurred by a Director or officer in any of the following circumstances:

i. As a witness in a proceeding to which he or she is not a party.

ii. As a plaintiff or petitioner in a proceeding because he or she is or was an employee, agent, Director or officer of the Association.

Section 10.8. Court-Ordered Indemnification.

a. Except as provided otherwise by written agreement between the Director or officer and the Association, a Director or officer who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. Application may be made for an initial determination by the court under Section 10.5(a) (v) or for review by the court of an adverse determination under Sections 10.5(a) (i), 10.5(a) (ii), 10.5(a) (iii), 10.5(a) (iv) or 10.5(a) (vi). After receipt of an application, the court shall give any notice it considers necessary.

b. The court shall order indemnification if it determines any of the following:

i. That the Director or officer is entitled to indemnification under Section 10.1 or 10.2.

ii. That the Director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, regardless of whether indemnification is required under Section 10.2

c. If the court determines under Section 10.8(b) that the Director or officer is entitled to indemnification, the Association shall pay the Director's or officer's expenses incurred to obtain the court-ordered indemnification.

Section 10.9. Indemnification of Employees or Agents. The Association may indemnify and allow reasonable expenses of an employee or agent who is not a Director or officer by general or specific action of the Board or by contract.

Section 10.10. Insurance. The Association may purchase and maintain insurance on behalf of an individual who is an employee, agent, Director or officer of the Association against liability asserted against or incurred by the individual in his or her capacity as an employee, agent, Director or officer, regardless of whether the Association is required or authorized to indemnify or allow expenses to the individual against the same liability under Sections 10.1, 10.2, 10.6 and 10.9.

Section 10.11. Liberal Construction. In order for the Association to obtain and retain qualified Directors and officers, the foregoing provisions shall be liberally administered in order to afford maximum indemnification of Directors and officers and, accordingly, the indemnification above provided for shall be granted in all cases unless to do so would clearly contravene applicable law, controlling precedent or public policy.

Section 10.12. Definitions Applicable to this Article.

a. "Affiliate" shall include, without limitation, any corporation, partnership, joint venture, employee benefit plan, trust or other enterprise that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Association.

b. "Association" means this corporation and any domestic or foreign predecessor of this corporation where the predecessor Association's existence ceased upon the consummation of a merger or other transaction.

c. "Director or officer" means any of the following:

i. A natural person who is or was a Director or officer of the Association.

ii. A natural person who, while a Director or officer of the Association, is or was serving at the Association's request as a Director, officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise.

iii. A natural person who, while a Director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also impose duties on, or otherwise involve services by, the person to the plan or to participants in or beneficiaries of the plan.

iv. Unless the context requires otherwise, the estate or personal representative of a Director or officer.

For purposes of this Article 10, it shall be conclusively presumed that any Director or officer serving as a Director, officer, partner, trustee, member of any governing or decision-making committee, employee or agent of an Affiliate shall be so serving at the request of the Association.

d. "Expenses" include fees, costs, charges, disbursements, attorneys' fees and other expenses incurred in connection with a proceeding.

e. "Liability" includes the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including an excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

f. "Party" includes a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

g. "Proceeding" means any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Association by any other person.

ARTICLE XI.
AMENDMENTS

Section 11.1. Bylaws. These Bylaws may be amended by the Members in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by the owners of at least Seventy-five Percent (75%) of the Unit Owners. No amendment shall limit any of the rights granted to or reserved by Declarant in the Declaration or herein without the consent of the Declarant.

ARTICLE XII.
MORTGAGES

Section 12.1. Notice to Association. Any Member who permits or causes his or her Unit to be encumbered by a mortgage shall notify the Secretary of each such mortgage and the release of each such mortgage and the name and address of each such mortgagee. Such notice may also be served by any such mortgagee. The Secretary shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice. The Board, at the request of any mortgagee, owner or any prospective purchaser of any Unit or interest therein, shall report to such person in writing within ten (10) business days the amount of any assessments against such Unit which may be due and unpaid, or that there are no unpaid assessments.

Section 12.2. Protection of First Mortgagee. If the holder of a first mortgage on a Unit forecloses the mortgage, or accepts a deed in lieu of foreclosure, the lien of any assessment shall be automatically extinguished, without the need to name the Association as defendant in the foreclosure and without the need to take any other action. The purchaser at the foreclosure sale, the grantee names in the deed in lieu of foreclosure, and their heirs, representatives, successors and assigns shall not be liable for any common expenses or assessments accruing prior to the acquisition of title by such purchaser or grantee. The lien of a first purchase money mortgage shall be prior to all unpaid assessments accruing prior to the perfection of the mortgage lien.

ARTICLE XIII.
CONFLICTS

These Bylaws are set forth to comply with the requirements of the Act. If these Bylaws conflict with the provisions of the Act, or the Declaration, the provisions of the Act or of the Declaration will control.

ARTICLE XIV.
FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year.

ARTICLE XV.
ARBITRATION

"Decision" shall mean any decision to be made by the Association in the conduct of the Association's business by majority vote of the Unit Owners as provided in Article III, Section 3.2 of these Bylaws. Decision shall not include amendment of the Declaration, these Bylaws, or any of the other documents relating to the Condominium.

Any Decision which cannot be resolved by majority vote of the Unit Owners shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be

entered in any court having jurisdiction of the award. The arbitration shall be held in the City of La Crosse, La Crosse County, Wisconsin. The expenses of the arbitration shall be borne by the Association.

Adopted this 2nd day of August, 2018.

Pettibone Pointe Homeowners Association Initial Board of Directors

Jeff Weiser

Jay Hoeschler

Steve Mathy

Matt Watson

Phillip James Addis

Sec. 183.0202
Wis. Stats.

State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin Limited Liability Company under Chapter 183 of the Wisconsin Statutes:

Article 1. **Name of the limited liability company:**

Pettibone Pointe Homeowners Association, LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent:**

LAW OFFICES OF PHILLIP JAMES ADDIS, LLC

Article 4. **Street address of the initial registered office:**

504 Main Street
Suite 200
La Crossse, WI 54601
United States of America

Article 5. **Management of the limited liability company shall be vested in:**

A member or members

Article 6. **Name and complete address of each organizer:**

Phillip James Addis
504 Main Street
Suite 200
La Crossse, WI 54601
United States of America

Other Information. **This document was drafted by:**

Phillip James Addis

Organizer Signature:

Phillip James Addis

Date & Time of Receipt:

1

8/29/2017 8:51:35 AM

Order Number:
201708295338376

ARTICLES OF ORGANIZATION - Limited Liability Company(Ch. 183)

Filing Fee: $130.00
Total Fee: $130.00

ENDORSEMENT

State of Wisconsin
Department of Financial Institutions

EFFECTIVE DATE	
8/29/2017	

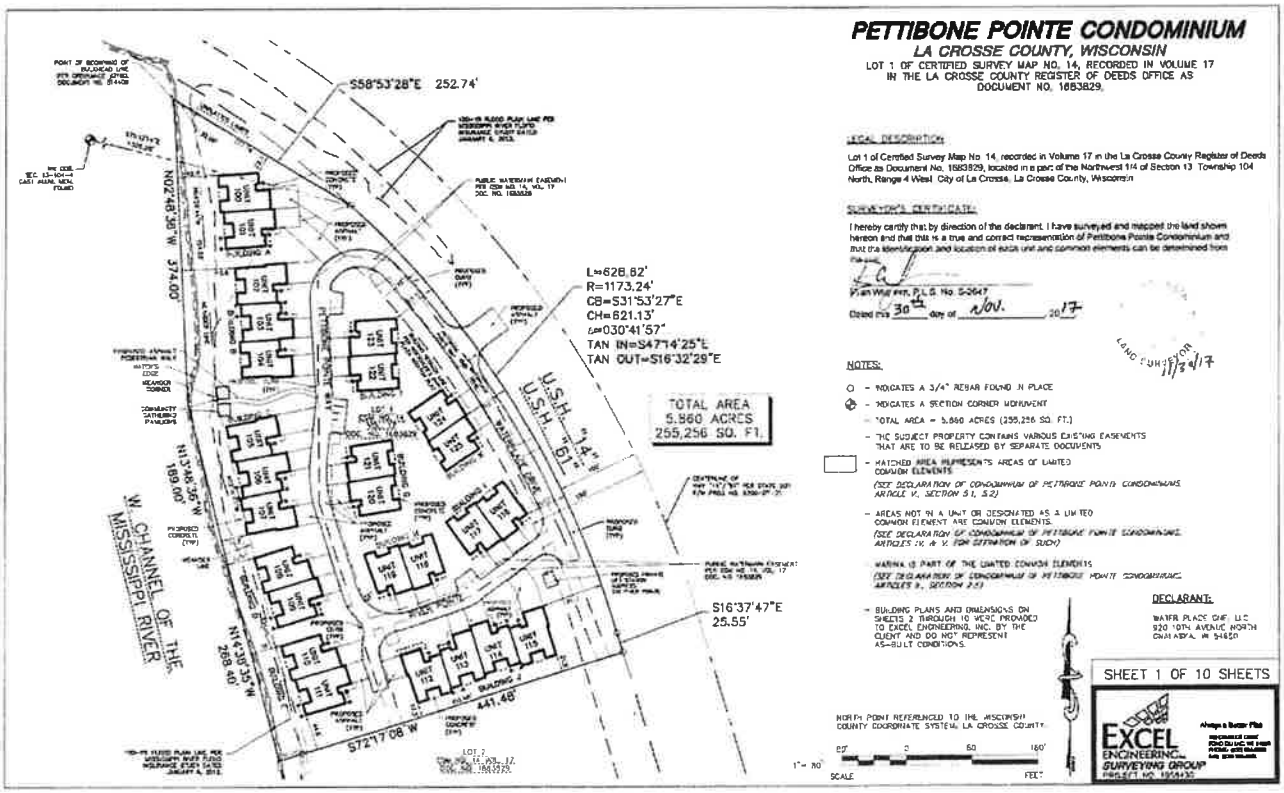
FILED 8/29/2017	Entity ID Number P070741

E. Annual Operating Budget

Expense Item	*Projected Annual Expense*	*Projected Monthly Expense*	*Estimated Cost per Unit/month (26 units)*
Lawn Care and Landscaping	$15,000.00	$1,250.00	$48.08
Grounds Maintenance	$15,000.00	$1,250.00	$48.08
Insurance	$12,000.00	$1,000.00	$38.46
Water - Irrigation System	$5,000.00	$416.67	$16.03
Common Area Utilities - Other	$5,000.00	$416.67	$16.03
Marina / Docks	$5,000.00	$416.67	$16.03
Legal and Accounting	$1,500.00	$125.00	$4.81
Building/Infrastructure Maintenance	$1,500.00	$125.00	$4.81
Snow and Ice removal	$10,000.00	$833.33	$32.05
Management Fee	$0.00	$0.00	$0.00
Reserve Account	$0.00	$0.00	$0.00
Total Projected Budget	$70,000.00	$5,833.33	$224.36

F. Floor plan and map

CONDOMINIUM PLAT



PETTIBONE POINTE CONDOMINIUM

LA CROSSE COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP NO. 14, RECORDED IN VOLUME 17 IN THE LA CROSSE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 1683829.

LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. 14, recorded in Volume 17 in the La Crosse County Register of Deeds Office as Document No. 1683829, located in a part of the Northwest 1/4 of Section 13 Township 104 North, Range 4 West City of La Crosse, La Crosse County, Wisconsin

SURVEYOR'S CERTIFICATE:

I hereby certify that, by direction of the declarant, I have surveyed and mapped the land shown hereon and that this is a true and correct representation of Pettibone Pointe Condominium and that the identification and location of each unit and common elements can be determined from this plat.

Ryan Wolf PLS, P.L.S. No. S-2647

Dated this 30th day of Nov. 2017

LAND SURVEYOR 11/30/17

NOTES:

O - INDICATES A 3/4" REBAR FOUND IN PLACE

⊕ - INDICATES A SECTION CORNER MONUMENT

- TOTAL AREA = 5.860 ACRES (255,256 SQ. FT.)

- THE SUBJECT PROPERTY CONTAINS VARIOUS EXISTING EASEMENTS THAT ARE TO BE RELEASED BY SEPARATE DOCUMENTS

- HATCHED AREA REPRESENTS AREAS OF LIMITED COMMON ELEMENTS

(SEE DECLARATION OF CONDOMINIUM OF PETTIBONE POINTE CONDOMINIUMS ARTICLE VI, SECTION 5.1, 5.2)

- AREAS NOT IN A UNIT OR DESIGNATED AS A LIMITED COMMON ELEMENT ARE COMMON ELEMENTS.

(SEE DECLARATION OF CONDOMINIUM OF PETTIBONE POINTE CONDOMINIUMS ARTICLES IV, & V. FOR DEFINITION OF SUCH)

MARINA IS PART OF THE LIMITED COMMON ELEMENTS

(SEE DECLARATION OF CONDOMINIUM OF PETTIBONE POINTE CONDOMINIUMS ARTICLES 5, SECTION 5.1)

- BUILDING PLANS AND DIMENSIONS ON SHEETS 2 THROUGH 10 WERE PROVIDED TO EXCEL ENGINEERING, INC. BY THE CLIENT AND DO NOT REPRESENT AS-BUILT CONDITIONS.

DECLARANT:

WATER PLACE ONE, LLC
920 10TH AVENUE NORTH
ONALASKA, WI 54650

NORTH POINT REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, LA CROSSE COUNTY.

1" = 80'

SCALE 80' 0 80 160'

FEET

SHEET 1 OF 10 SHEETS

EXCEL ENGINEERING
SURVEYING GROUP
PROJECT NO. 1954430

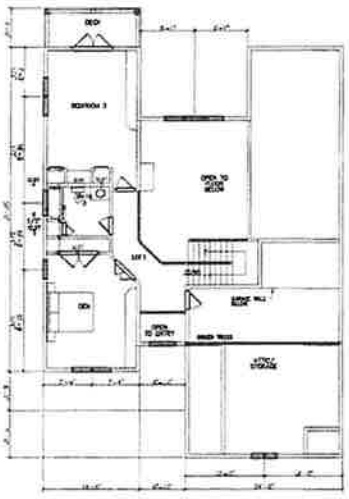
Always a Better Plan

PETTIBONE POINTE CONDOMINIUM

LA CROSSE COUNTY, WISCONSIN

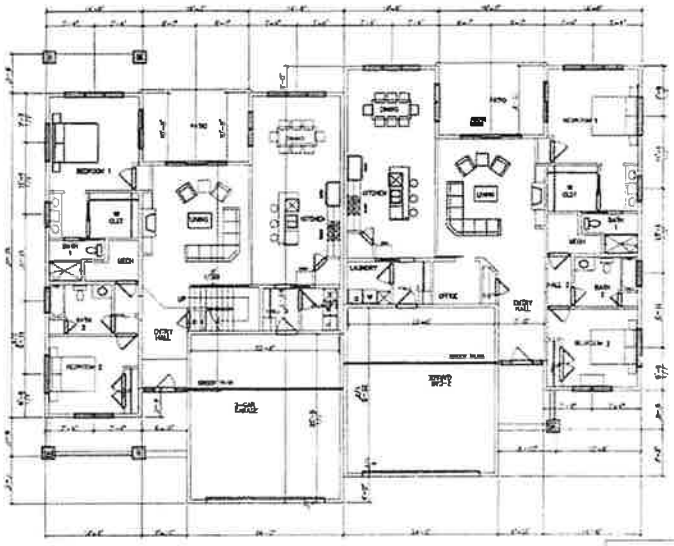
LOT 1 OF CERTIFIED SURVEY MAP NO. 14, RECORDED IN VOLUME 17 IN THE LA CROSSE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 1683829.

AREA: 1,371 SF
INCLUDING AREA OVER GARAGE



AREA: 1,771 SF

AREA: 1,771 SF



SHEET 2 OF 10 SHEETS

DECLARANT:

WATER PLACE ONE, LLC
920 10TH AVENUE NORTH
ONALASKA, WI 54650

BUILDINGS A, D, E
UNITS 100, 101, 108, 109, 110, 111

2 UNIT FLOOR PLAN

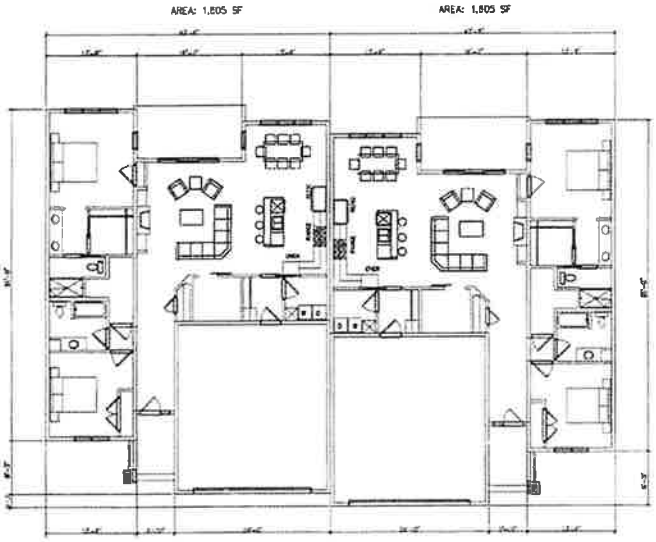
1" = 10'
SCALE

EXCEL ENGINEERING, Inc.
SURVEYING GROUP

PETTIBONE POINTE CONDOMINIUM

LA CROSSE COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP NO. 14, RECORDED IN VOLUME 17 IN THE LA CROSSE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 1683828.



BUILDINGS F, G, H, I, K
UNITS 122, 123, 120, 121, 118, 119, 116, 117, 124, 125

2 UNIT FLOOR PLAN

SCALE 1" = 10' 0 10' 20' FEET

SHEET 3 OF 10 SHEETS

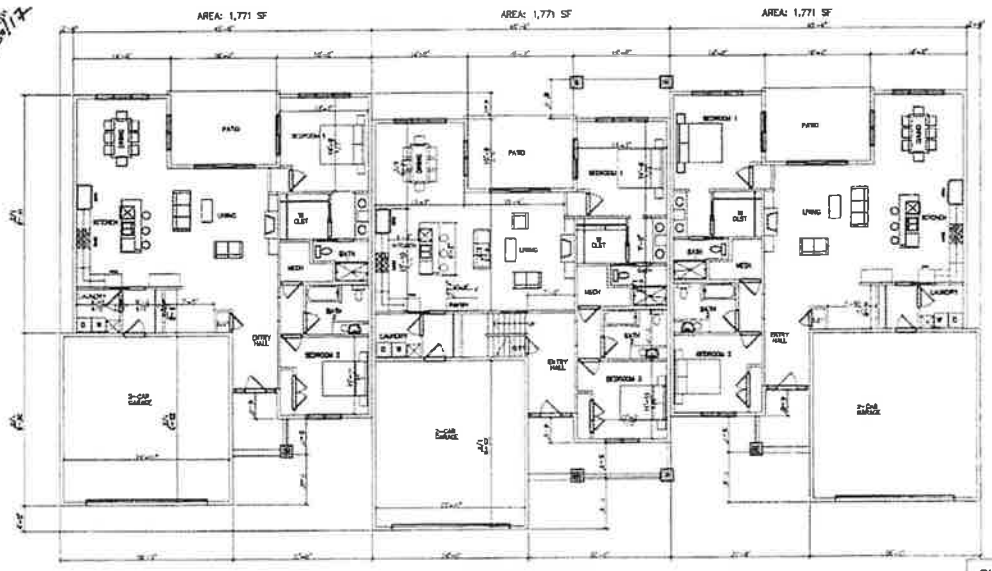
DECLARANT:
WATER PLACE ONE, LLC
920 10TH AVENUE NORTH
ONALASKA, WI 54650

EXCEL ENGINEERING SURVEYING GROUP

PETTIBONE POINTE CONDOMINIUM

LA CROSSE COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP NO. 14, RECORDED IN VOLUME 17 IN THE LA CROSSE COUNTY REGISTER OF DEED'S OFFICE AS DOCUMENT NO. 1683829.



GROUND FLOOR PLAN
BUILDINGS B, C
UNITS 102, 103, 104,
105, 106, 107

3 UNIT FLOOR PLAN

SCALE

SHEET 4 OF 10 SHEETS

DECLARANT:

WATER PLACE ONE, J.V.
522 10TH AVENUE NORTH
ONALASKA, WI 54650

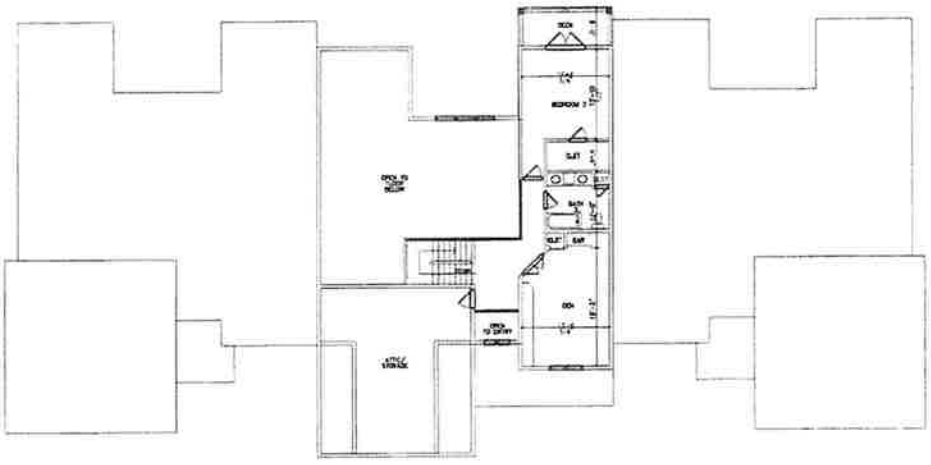
EXCEL ENGINEERING
SURVEYING GROUP

PETTIBONE POINTE CONDOMINIUM

LA CROSSE COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP NO. 14, RECORDED IN VOLUME 7 IN THE LA CROSSE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 1683829.

AREA: 849 SF



UPPER FLOOR PLAN
BUILDINGS B, C
UNITS 102, 103, 104,
105, 106, 107

3 UNIT FLOOR PLAN

1"= 10' SCALE

SHEET 5 OF 10 SHEETS

DECLARANT:
WATER PLACE ONE, LLC
920 10TH AVENUE NORTH
ONALASKA, WI 54650

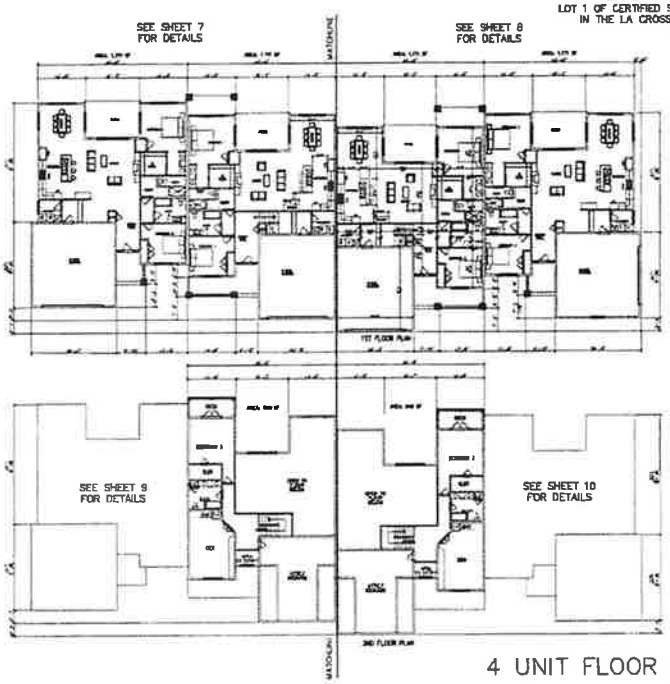
EXCEL ENGINEERING SURVEYING GROUP

PETTIBONE POINTE CONDOMINIUM

LA CROSSE COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP NO. 14, RECORDED IN VOLUME 17 IN THE LA CROSSE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 1683829.

11/30/17



4 UNIT FLOOR PLAN

BUILDING J
UNITS 112, 113, 114, 115

1" = 20' SCALE 20' 0 2' 4' FEET

SHEET 6 OF 10 SHEETS

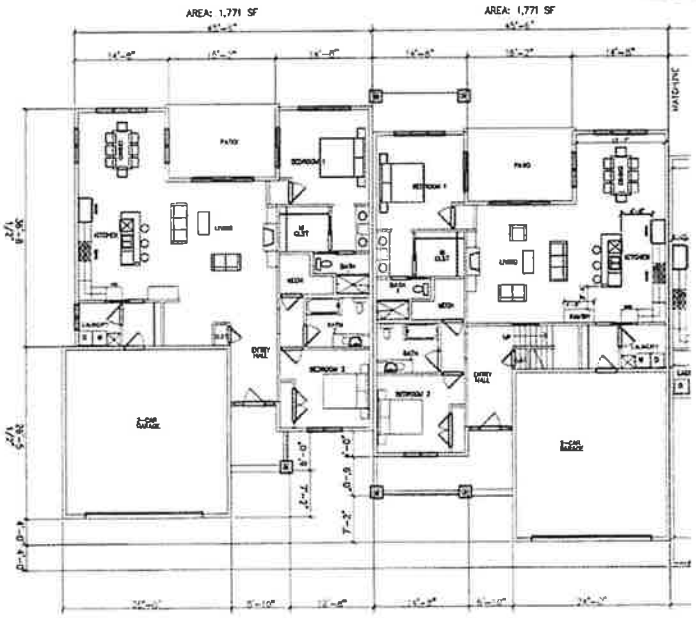
DECLARANT:
WATER PLACE ONE, LLC
929 19TH AVENUE NORTH
ONALASKA, WI 54650

EXCEL ENGINEERING SURVEYING GROUP

PETTIBONE POINTE CONDOMINIUM

LA CROSSE COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP NO. 14, RECORDED IN VOLUME 17 IN THE LA CROSSE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 1883829.



SEE SHEET 8 FOR OVERALL FLOOR PLAN

SHEET 7 OF 10 SHEETS

DECLARANT:

WATER PLACE ONE, LLC
920 10TH AVENUE NORTH
ONALASKA, WI 54650

BUILDING J
UNITS 112, 113, 114, 115

4 UNIT FLOOR PLAN

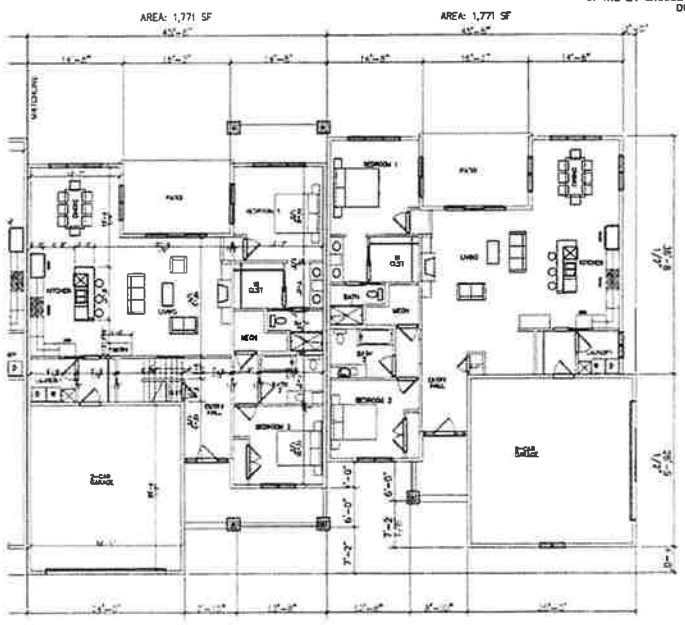
1" = 10' SCALE

EXCEL ENGINEERING SURVEYING GROUP

PETTIBONE POINTE CONDOMINIUM

LA CROSSE COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP NO. 14, RECORDED IN VOLUME 17 IN THE LA CROSSE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 1883829.



SEE SHEET 6 FOR OVERALL FLOOR PLAN

BUILDING J
UNITS 112, 113, 114, 115

4 UNIT FLOOR PLAN

1" = 10' SCALE

DECLARANT:

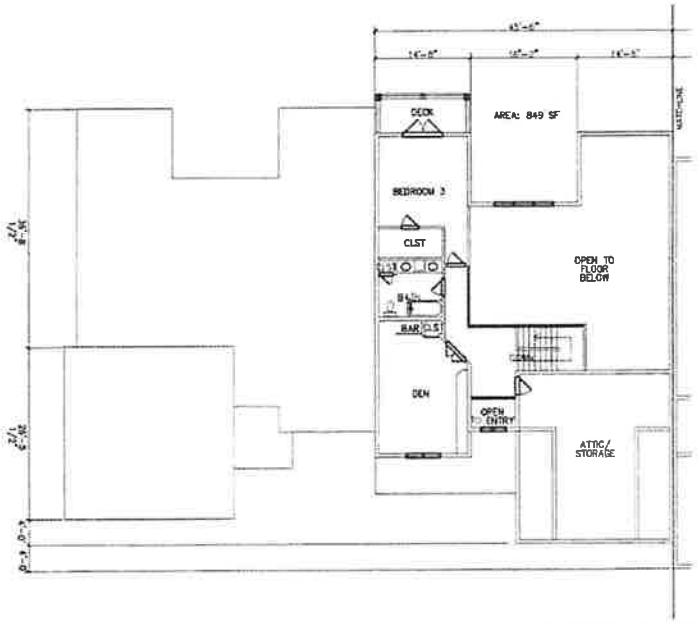
WATER PLACE ONE LLC
520 10TH AVENUE NORTH
ONALASKA, WI 54650

EXCEL ENGINEERING SURVEYING GROUP

PETTIBONE POINTE CONDOMINIUM

LA CROSSE COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP NO. 14, RECORDED IN VOLUME 17 IN THE LA CROSSE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 1683829.



SEE SHEET 6 FOR OVERALL FLOOR PLAN

SHEET 9 OF 10 SHEETS

DECLARANT:

RIVER PLACE ONE, LLC
920 10TH AVENUE NORTH
ONALASKA, WI 54650

BUILDING J
UNITS 112, 113, 114, 115

4 UNIT FLOOR PLAN

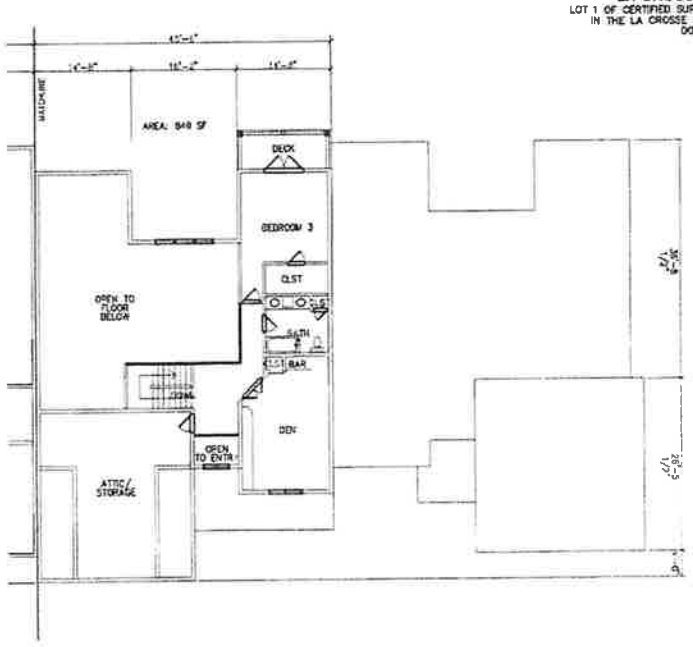
1"= 10' SCALE 1 FEET

EXCEL ENGINEERING SURVEYING GROUP

PETTIBONE POINTE CONDOMINIUM

LA CROSSE COUNTY, WISCONSIN

LOT 1 OF CERTIFIED SURVEY MAP NO. 14, RECORDED IN VOLUME 17 IN THE LA CROSSE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 1683629.



SEE SHEET 6 FOR OVERALL FLOOR PLAN

SHEET 10 OF 10 SHEETS

DECLARANT:

WATER PLACE ONE, LLC
820 10TH AVENUE NORTH
ONALASKA, WI 54650

BUILDING J
UNITS 112, 113, 114, 115

4 UNIT FLOOR PLAN

1"= 10' SCALE

EXCEL ENGINEERING, INC. SURVEYING GROUP

11

11/30/17

PETTIBONE POINTE CONDOMINIUMS

RULES AND REGULATIONS

These are the Rules and Regulations for ***Pettibone Pointe Condominiums***. If there is a conflict between these Rules and Regulations and the Declaration, the Declaration shall control.

A. General Use and Occupancy

1. Each of the Residential Units shall be occupied and used in accordance with the zoning codes of the City of La Crosse and in accordance the Declaration and these Rules and Regulations.

2. The common areas and facilities shall be used only for the purposes for which they are intended. The common areas and facilities shall not be obstructed, littered, defaced or misused in any manner.

3. Except in specifically designated storage areas, no Unit Owner or occupant shall place, store or maintain objects of any kind in the balconies, patios, walkways, grounds, or other common areas. This rule shall not preclude a Unit Owner from placing furniture and other customary balcony fixtures on their respective balcony or patio.

4. Every Unit Owner or occupant shall at all times keep his, her or its Unit in a clean and sanitary condition.

5. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or the City of La Crosse or adopted by the Association.

6. The use of the Unit and the undivided interest in the common areas and facilities appurtenant to such Unit shall be consistent with existing law and the Declaration of Condominium and the Association's Bylaws.

7. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other Owners, or in such way as to be injurious to the reputation of the Condominium.

8. Common walks, parking areas and other common areas and facilities shall be kept free from rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.

9. No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the common areas and facilities.

10. A Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of his, her or its Unit, and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior written consent of the Association.

11. Unit Owners shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the written consent of seventy-five percent (75%) interest of all the Unit Owners.

12. No Unit Owner or occupant may alter, change or remove any furniture, furnishings or equipment from the common areas or facilities.

13. A Residential Unit Owner shall be liable for the expense of any maintenance, repair or replacement to the common areas and facilities rendered necessary by his, her or its negligence or by that of any member of his, her or its family or his, her or its or their guests, employees, agents or lessees.

14. Moving furniture or household effects in and out of the Unit shall be accomplished only from 8:00 AM to 9:00 PM.

15. Noise which can be heard in another Owner's Unit must be avoided. Accordingly, please maintain a reasonable sound level for all TV sets, radios, pianos, organs, stereo equipment, etc.

16. Unit Owners shall place garbage and refuse for collection in containers and areas designated by the Association on the day of collection.

17. Boats, trailers and recreational vehicles may not be left on the street, driveway or outside parking areas for more than twelve (12) hours in any seven (7) day period. Garage doors must remain closed, except when being used for entering, exiting, repair or cleaning and the removal or placement of personal property.

18. Parking stalls are for the use of Unit Owners, approve tenants, guests and their invitees. These spaces may not be used for storage of any kind, including but not limited to vehicles, motorcycles or recreational vehicles, for more than 7 days in any 12 month period, without the advance written consent of the Association Board of Directors.

19. No repair work of any kind on any type of motorized or non-motorized vehicle may be done in any garage, driveway, street, parking stall or any surface area.

20. All care of the Common Areas and Limited Common Areas, unless specifically responsibility for the same is designated to a Unit Owner, will be done by companies or persons contracted through the Association or the Declarant. This includes but is not limited to mowing, weed removal, fertilizing, care of any permanent or semi-permanent landscaping, such as rock, stone, mulch, bushes, trees, perennials and seasonal plantings.

B. Lease of Residential Units

1. No leasing of Residential Units is permitted without advance written consent of the Board.

2. Transient occupancy, use or rental, for such purposes as Airbnb, VRBO or similar uses, is expressly prohibited.

C. Balconies, Patios and Terraces

1. Nothing shall be hung or placed from, on or in any, window, balcony, terrace, patio or railings which will detract from the outward appearance of the building.

2. Nothing shall be thrown or dropped from balconies or terraces.

3. Mops, rugs, or other items shall not be dusted or shaken from balconies or patios.

4. Holiday and seasonal decorations are allowed, however, Halloween, Christmas and similar decorations may be displayed no sooner than 30 days prior to and 30 days after a holiday. Decorations may be lit only between the hours of 5pm and 11:00 pm. No inflatable decorations or any item that generates music or sounds may be placed outside of a unit, in any Limited Common Areas or Common Areas.

D. Pets

1. Only domesticated cats or dogs shall be permitted within the Units, except that there may be no more than two (2) total pets. The pets must be licensed if required by the proper municipal or county agency. No domestic pet may be kept, bred or maintained for commercial purposes. A permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of its Owner. The Owner shall promptly remove and dispose of any solid wastes caused by such animal.

2. Dogs and cats shall be carried or kept on leash at all times when not in Units.

E. Architectural Control

1. No structural changes or exterior alterations shall be made in any Unit without prior written consent of the Board of Directors and any mortgagee holding a mortgage on said Unit.

2. Owners and residents shall not be permitted to install video antennas, satellite dishes or antennas of any kind on the Common Elements or Limited Common Elements.

3. No Unit Owner or occupant shall make any additions or alterations to any common areas or facilities, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with such plans and specifications approved by the Directors.

F. Financial Responsibility

1. Every Owner is responsible for prompt payment of maintenance fees, assessments, fines, or other charges authorized by the Association.

2. Violation of these rules will be subject to such legal actions initiated by the Directors to enforce these rules.

3. The names of Owners whose accounts are delinquent 30 days or more shall be duly notified, along with any lien holder.

G. Security

1. Each occupant is responsible for closing all doors which should be locked and for observing security regulations.

2. Solicitors shall not be permitted entry to the property.

H. Signs

No signs (including, but not limited to, advertisements, notices or other lettering) of any type, including "For Sale" and "For Rent" signs (either by the Unit Owner or realtor)

shall be displayed in public view on any Residential Unit or any of the Common Elements or Limited Common Elements without the prior written consent of the Board of Directors of the Association.

I. Certain Additional Restrictions

In addition to the other restrictions and limitations set forth herein, no Residential Unit Owner shall not do any of the following:

1. Without the prior written consent of the Board of Directors for any of the following: Paint or otherwise change the appearance of any exterior wall, door, window, balcony, terrace, or any exterior surface; place any draperies or curtains at the windows of any Unit unless the same is white and unlined or unless the same is lined with a white color material with the lining facing the exterior of the Unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building; plant any planting outside of a Unit; erect any exterior lights or signs; or erect or attach any structures or fixtures within the Common Elements.

2. Erect, construct or maintain any garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the Common Elements, except with the written consent of the Board.

3. Hang any laundry, garments, or other unsightly objects which are visible outside of the Unit.

4. Any boat stored within a boat slip may not exceed 9 feet in width and 27 feet in length. Jet skis, etc. may be stored in the slip but should not extend past the end of the slip.

PETTIBONE POINTE A CONDOMINIUM

CHECKLIST OF MAINTENANCE RESPONSIBILITY

U = Unit Owner's Responsibility A = Association's Responsibility

Interior:

Painting
- Walls, ceiling and woodwork within the Unit (U)
- Doors within Unit (U)
- Window frames within Unit (U)

Caulking within Unit (U)

Hole repair
- Within Units (U)
- In Common Areas (A)

Window, door glass and screens within Unit
- Cleaning (U)
- Repair and replacement (U)

Window, door glass and screens within Unit
- Cleaning (U)
- Repair and replacement (U)

Light bulbs - replacing within Unit (U)

Repairing or replacing appliances within Unit
- Refrigerator (U)
- Stove (U)
- Dishwasher (U)
- Washer and dryer (U)
- Garbage disposal (U)

General repair or replacing (all items are part of Unit)
- Furnace (U)
- Humidifier (U)
- Air Conditioner (U)
- Cabinets (U)
- Countertops (U)
- Light fixtures (U)

General repair or replacing of equipment or structural components in Common Areas (A)

Cleaning of Common Areas and Marina (U)

Electrical system repair
- Within the Unit (U)
- In Common Areas (A)

Telephone wires
- Within the Unit (U)
- In Common Areas (A)

Plumbing
- From fixtures within the Unit (U)
- Pipes, etc. in Common Areas (A)

Mailbox maintenance (A)

Foundation
- Waterproofing (A)
- Cracks (A)

Insulation
- Walls (A)
- Ceiling (A)
- Foundation (A)

Exterior:

Painting
- Garage doors (A)
- Window frames (A)
- Doors (A)
- Siding (A)
- Walls (A)

Caulking (A)

Roof repair and replacement (A)

Repair and replacement of gutters and siding (A)

Bush and tree trimming (A)
Landscaping (A)

Replacement of exterior lightbulbs
For fixtures attached in Balconies/Patios (U)
All other fixtures (A)

Snow removal
Driveways, sidewalks and stoops (A)

Leaf collection and disposal (A)

Cleaning leaves from gutters (A)

Telephone and utility lines (A)

Repair, maintenance or replacement
Drives, driveways, sidewalks and stoops (A)
Balconies/Terraces (for structural items) (A)
Balconies/Terraces (U)
Marina (A)

Cleanup of pet waste (U)

Unit - Limited Common Elements:

General repair, maintenance and appearance (U)

Additional Terms:

1. Any work to be performed by the Association which pursuant to the Declaration is chargeable to any individual Unit Owner will be so charged. For example, repairs to the common elements necessitated because of actions of or damage caused by the Unit Owner.

2. No structural alterations by the Unit Owner may be made, even in the course of performing the Unit Owner's responsibilities herein outlined, without the express advance written consent of the Board of Directors of the Association.

3. Promptly report the need for repairs to the Association.

4. If in doubt as to whose responsibility it is to see to a specific repair or type of maintenance, call the Association.

This Checklist is advisory only. Where a conflict exists between the provisions of this Checklist and those of the Declaration, the Declaration controls.