

## DECLARATION OF CONDOMINIUM OF PETTIBONE POINTE CONDOMINIUMS

This document was drafted by and should be returned to:  
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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, its 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) within the marina even if 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 exists.

(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 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, Law Offices of Phillip James Addis, LLC, 504 Main Street, Suite 200, P O Box 1104, 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.

IN WITNESS WHEREOF, Declarant has caused this document to be signed this 20th day of November, 2017.

WATER PLACE ONE, LLC

By: \_\_\_\_\_  
Steven Mathy, as a representative of  
Stesco Investments, Inc.

Subscribed and sworn to before me this  
20th day of November, 2017.

\_\_\_\_\_  
Notary Public  
State of WI, Commission expires: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff M. Wieser, as representative of  
WI Development, LLC

Subscribed and sworn to before me this  
20<sup>th</sup> day of November, 2017

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

**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.**

**EXHIBIT B**  
**CONDOMINIUM PLAT**  
**RECORDED SEPARATELY**

**EXHIBIT C**

**ASSESSMENT PERCENTAGES**

**26 UNITS – NUMBERS 100 -126 EACH HAVING A 1/26 UNDIVIDED INTEREST**