

**DECLARATION OF CONDOMINIUM  
GREAT RIVER CONDOMINIUM II**

Name and Return Address  
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This **Declaration of Condominium** (“Declaration”) is made and entered into by **Great River Homes, LLC** (hereinafter referred to as the “Declarant”).

**RECITALS**

WHEREAS, Declarant is the Owner in fee simple of certain real estate and improvements legally described herein in the City of La Crosse, La Crosse County, Wisconsin; and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, Chapter 703, as amended from time to time (hereinafter referred to as the “Act”); and

WHEREAS, the Declarant desires and intends that the Unit Owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the property; and

NOW THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth, declares as follows:

## ARTICLE I LEGAL DESCRIPTION

1.01 The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin, is legally described in Exhibit "A" attached hereto and made a part hereof by reference ("Property"). Said real estate and all improvements thereon and appurtenance thereto shall be known as **Great River Condominium II** ("Condominium"). The mailing address for the Condominium shall be PO Box 2813, La Crosse, WI 54602-2813. This Condominium will be subject to the condominium form of ownership wherein the ownership of the individual units is vested in separate owners subject to the Condominium Ownership Act of the State of Wisconsin, this Declaration, and Bylaws of the Association. Each Owner shall have the exclusive right of ownership, use and enjoyment of the Common Elements. The Condominium will consist of one (1) building with four (4) Units in the building. The purchase of a Unit subject to this Declaration shall constitute acceptance of all of the terms and conditions herein contained. The addresses for the four (4) Units are 3805, 3807, 3809, 3811 Sunnyside Drive, La Crosse, WI 54601.

## ARTICLE II DEFINITIONS

For the purpose of clarity and brevity, certain words and terms used in this Declaration are defined as follows:

2.01 Association. All of the Unit Owners acting as a group in accordance with the Bylaws and Declaration which shall be known as the Great River Condominium Association II, Inc., a Wisconsin non-profit corporation.

2.02 Building. The one (1) structure as set forth in the Plat containing four (4) Units located on the Property.

2.03 Common Elements. All common areas and facilities and all of the part of the Property which is not within the boundary of Units as such Units are shown in this Declaration or on the Plat or which exist by virtue of an easement created in the Condominium Documents.

2.04 Common Expenses. All sums lawfully assessed against the Unit Owners by the Association of Unit Owners, and expenses declared Common Expenses by this Act or by the Declaration or Bylaws.

2.05 Common Surplus. The balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the Common Expenses.

2.06 Declaration. This instrument, by which the Property, as hereinafter defined, is submitted to the provision of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

2.07 Limited Common Elements. Those Common Elements designated in the Declaration as reserved for exclusive use of one or more but less than all Unit Owners.

2.08 Majority of Unit Owners. The Unit Owners with more than 50% of the votes in accordance with the votes assigned in the Declaration to the Units for voting purposes.

2.09 Occupant. Person or persons, other than Owner or Unit Owner in possession.

2.10 Person. Individual, corporation, limited liability company, limited liability partnership, partnership, association, trustee or other legal entity.

2.11 Plat. The Plat of Survey of the property, buildings, and all Units in the property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit "B" and by reference expressly incorporated herein and made a part hereof and registered and filed concurrently with the registration of this Declaration with the La Crosse County Register of Deeds.

2.12 Property. The air space, land, buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be subject to the provisions of the Act.

2.13 Unit. A part of the property subject to this Act intended for the independent use as a residence including one or more cubicles of air at one or more levels of space, or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in any of the buildings.

2.14 Unit Number. The number designating the Unit in the Declaration.

2.15 Unit Owner. The person, combination of persons, partnership or corporation who owns a Unit and an undivided interest in the common areas and facilities appurtenant to such Unit in the percentage specified and established in the Declaration.

2.16 Unit Ownership. A part of the property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

### **ARTICLE III UNIT DESCRIPTION**

3.01 Submission of Property to the Act. The Declarant hereby submits the property to the provisions of the Act.

3.02 Units: Description and Ownership. The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Plat, attached hereto as Exhibit "B". Each Unit in the Condominium shall consist of the designated area, boundaries, and Building shown on the Plat attached hereto as Exhibit "B". The buildings and each Unit will be serviced for municipal water, sewer, gas, electric, utilities, all of which will be separately metered. The expense of the utilities shall be the responsibility of the individual Unit Owner. The Condominium and Units

therein shall be used for residential purposes with the Unit Owners being permitted to lease or rent his/her respective Unit. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereon as shown on the Plat. Except as otherwise provided by the Condominium Ownership Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause the Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

#### **ARTICLE IV COMMON ELEMENTS: LIMITED COMMON ELEMENTS**

4.01 Ownership of Common Elements. Each Unit Owner shall be entitled to and own an undivided twenty-five percent (25%) percentage interest in the Common Elements as a tenant-in-common with all other Unit Owners of the Property and each Unit Owner shall have the right to use the Common Elements for all purposes incident to the use, access, and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit. The undivided twenty-five percent (25%) percentage interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

4.02 Partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

4.03 Common Elements: Description. The Common Elements shall include, without limitation: bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each unit), roofs, foundations, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, and the structural parts of the building.

4.04 Limited Common Elements: Description. The land, improvements, and fixtures designed to serve a single Unit shall be deemed to be a Limited Common Element appertaining to that Unit exclusively. The Limited Common Elements shall include: Products, Mechanicals, Fixtures, Appliances. The designated Limited Common Elements for a Unit are reserved for the exclusive use of that respective Unit Owner. All maintenance, repairs, and landscaping of the Limited Common Elements for a Unit shall be the responsibility of that respective Unit Owner.

ARTICLE V  
GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

5.01 No Severance of Ownership. No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to the Unit ownership without including therein both his/her interest in the Unit and his/her corresponding ownership in the Common Elements, in being the intention hereof to prevent any severance of such combined ownership. Whenever a Unit is conveyed, the corresponding percentage of ownership in the Common Elements shall be automatically included whether same is specifically set forth in the documents of conveyance or not.

5.02 Use of the Common Elements. Subject to the provisions of Section 5.04, each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by each Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, the Declaration and the Bylaws and rules and regulations of the Board of Directors (hereinafter described and for convenience hereinafter sometimes referred to as the "Board").

5.03 Maintenance of Common Elements: Common Expenses. Except as otherwise provided herein, management, repair, alteration and improvement for the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay his/her proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements. Such "Common Expenses" shall be allocated and divided equally amongst all Units. Payment thereof shall be in such amount and at such times as may be provided by the Bylaws and/or rules and regulations of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act.

5.04 Easements. **SEE EASEMENT DESCRIPTION in EXHIBIT "D"**

(a) Encroachments. In the event that, by reason of the construction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) Easements for Utilities. Xcel Energy, CenturyTel, Charter Communications, the City of La Crosse and all other public utilities serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the property with the utility services, together with the reasonable right of ingress to and egress from the property for said purpose. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit whether or not such walls lie in whole or in part within the Unit boundaries.

(c) Easements to Run with the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, his/her successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having any interest in the Property or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents. Easement are hereby declared and granted for ingress and egress over the Common elements as provided in Section 4.03. SEE EASEMENT DESCRIPTION in EXHIBIT "D"

5.06 Mortgages of Units. Each Unit Owner shall have the right to mortgage or encumber his/her own respective Unit, together with his/her respective ownership interest in 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/her own Unit and his/her own respective ownership interest in the Common Elements as aforesaid.

5.07 Real Estate Taxes. The real estate taxes are to be separately taxed to each Unit Owner for his/her Unit and his/her 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/her proportionate share thereof in accordance with his/her respective percentage of ownership interest in the Common Elements.

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

5.09 Insurance: Unit Owners. Each Unit Owner shall be responsible for his/her own property, casualty, and liability insurance on his/her own Unit, additions and improvements thereto, and personal property therein. The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his/her Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto;

and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. Each Unit Owner hereby waives and releases any and all claims which the Unit Owner may have against any other Unit Owner, the Board, its officers, members of the Board, for any damage, liability, loss to the Common Elements, the Units, or to any personal property located in the Units or Common Elements which is caused by fire or other casualty or which should be covered under any fire or casualty insurance maintained by the Owner.

5.10 Maintenance, Repairs and Replacements of Units. Each Unit Owner shall furnish, at his/her own expense, and be responsible for all interior and exterior maintenance, repairs and replacements for his/her own Unit and Limited Common Elements, including, but not limited to, electrical, plumbing, heating, air conditioning, windows, doors, fixtures, and appliances located in or about the Unit and the Unit's boundaries. The obligation for snow removal and landscaping for a Unit shall be the responsibility of the Association and shall be a common expense assessed to the Unit Owners. No exterior changes or alterations shall be made to any Unit without first obtaining prior written approval of the Association.

## ARTICLE VI ADMINISTRATION

6.01 Board of Directors: Association. The direction and administration of the Property shall be vested in a Board of Directors (referred to as the "Board"), consisting of four (4) persons who shall be elected by majority consent of the Unit Owners. The Unit Owners, acting collectively through the Board, shall be known as the Great River Condominium Association II, Inc. Notwithstanding any other provision herein contained to the contrary, all duties, functions and obligations herein imposed upon the Board is the governing body and agent of the Unit Owners and the Association. Each member of the Board shall be one of the Unit Owners, provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

6.02 Determination of Board to be Binding. Notwithstanding that the words "Board" and "Association" may in some instance be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of this Declaration or the Bylaws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

6.03 Voting Rights. There shall be one person with respect to each Unit ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known as a "Voting Member". Such Voting Member shall be the Owner of the Unit. There shall be one (1) vote per Unit with the total vote available being equal to the total number of Units in the condominium. The Declarant shall be entitled to and retain all voting rights with respect to any Unit owned by the Declarant.

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

- (a) To elect the officers of the Association as hereinabove provided;
- (b) To administer the affairs of the Association and the Property;
- (c) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (d) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;
- (e) To provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (f) To provide for the designation, hiring and removal of employees and other personnel, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements;
- (g) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
- (h) To comply with the instructions of the Unit Owners, as expressed in a resolution duly adopted by the Unit Owners; and
- (i) To exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Act and all powers and duties of a Board of Directors referred to in the Declaration or these Bylaws.

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

- (a) Casualty/Liability Insurance. The Board shall obtain insurance as it may deem desirable for the Common Elements against loss or damage by fire or other hazards for not less than the full replacement value of the property insured and a liability policy covering all claims commonly insured against. Insurance coverage shall be written on the property in the name of the condominium as trustee for each of the Unit Owners in the percentages established herein. Premiums shall be common expenses and shall be included in the monthly charges by the Unit Owners. Provisions for insurance shall be without prejudice to the rights of each Unit Owner to



insure his or her own Unit for personal benefit. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or the Court has ordered a partition of the condominium property, or there is a surplus of insurance proceeds after the common elements have been completely repairs or restored.

(b) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property.

(c) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter, Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners.

6.06 Rules and Regulations. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

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

7.01 Purpose. No part of the Property shall be used for other than residential housing and related common purposes for which the Property was designed. Each Unit shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. Unit Owners shall be permitted to rent or lease his/her Unit for residential purposes. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided.

## **ARTICLE VIII CONDEMNATION AND UNPAID ASSESSMENTS**

8.01 Condemnation. In the event of condemnation under the laws of Wisconsin of a portion of the Property including therein a residential building, or buildings whereby construction of a like building or buildings cannot be reasonably effected on the remaining premises, the

proceeds of said condemnation and rights of action arising thereunder shall be distributed as follows:

(a) To the Owners of the individual Units condemned, that portion of the condemnation award attributable to each Owner's Unit and the right of action, if any, arising thereunder and attributable to said Unit, together with said Owner's interest in the condemnation award for the Common Elements condemned plus a sum equal to said Owner's interest in the remaining Common Elements to be paid by the remaining Owners.

(b) To the Owners of the Common Elements whose residential Units were not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation. Any award obtained by legal action, shall be disbursed to the Owners as their common interests may appear, including the Owners of those units condemned as though they were voting members.

(c) The condemnation of an Owner's unit and its non-replacement with a like Unit, shall terminate said Owner's membership. The remaining members shall constitute the Owners of all Common Elements and their interests therein shall be recomputed according to the ratio their unit bears to the total of the remaining units as set forth in this Declaration.

8.02 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amount paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board setting forth the amount of the unpaid assessments against the transferor due to the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. In the event the association or the Board does not provide a statement setting forth any sums due within five (5) business days after transferee's request for same, the Association or the Board shall be barred from claiming a lien against the transferee.

## **ARTICLE IX DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS**

9.01 In the event any of the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board of Directors or of the payee of such insurance proceeds in payment thereof. In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and a majority of the Unit Owners and all other parties in interest do not voluntarily make provisions for reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply. Any Owner

shall carry additional insurance on such Owner's Unit including coverage for any substantial improvements made therein and the contents thereof. Repair, restoration or reconstruction of the improvements as used in this section, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

## **ARTICLE X SALE OF THE PROPERTY: REMOVAL FROM CONDOMINIUM OWNERSHIP**

10.01 Voluntary Sale of the Property. The Owners by unanimous vote, at a meeting of Unit Owners called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which said sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his/her interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and the two so selected shall select a third, and the fair market value as determined by a majority of the three appraisers so selected shall control. If either party shall fail to select an appraiser, then the one designate by the other party shall make the appraisal. All of the Owners may remove the property from the provisions of this Declaration by executing and recording an instrument to that effect. All holders of liens affecting any of the units must consent in writing, said consent to be duly recorded, to the transfer of their lien to the percentage of undivided interest of the Unit Owner in the property. In the event of the removal of the property from the provisions of this Declaration, the property shall be deemed to be owned in common by the Unit Owners. The percentage of undivided interest in the condominium shall be the percentage interest of the unit as a tenant in common.

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

11.01 Abatement and Enjoyment. The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, Bylaw or provision contained herein or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 11.02 next succeeding: (a) To enter upon the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant, or his/her successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) To seek damages by appropriate legal proceedings; and (d) To recover attorney fees and costs incurred in any legal proceedings.

**ARTICLE XII  
FORMATION OF ASSOCIATION**

12.01 Formation of Association. The Declarant, prior to conveyance of a Unit shall establish an association to govern the Condominium. The Association shall be organized as a Wisconsin non-profit corporation. Every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his/her Unit ownership, at which time the new Owner shall automatically become a member therein. Each Unit Owner agrees to be bound by and observe the terms and provisions of the Association's Articles of Incorporation, Bylaws, and the rules and regulations promulgated from time to time by said Association, its Board of Directors and officers.

**ARTICLE XIII  
GENERAL PROVISIONS**

13.01 Declarant's Initial Rights. Until such time as the Board of Directors provided for in this Declaration is formed, the Declarant, or his/her successor, or assigns, shall exercise the powers, rights, duties and functions of the Board of Directors and Association as allowed under the Act.

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

13.03 Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased Owner may be delivered either personally or by mail to such party at his/her or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

13.04 Covenants to Run With Land. Each grantee of the Declarant by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Warranty Deed or Land Contract or any Contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and pi<sup>l</sup> alleges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions to the Declaration were recited and stipulated at length in each and every deed of conveyance.

13.05 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

13.06 Waiver of Damages. Neither the Declarant, nor his/her representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Declarant's capacity as developer, contractor, Owner, manager, or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise in contract or tort. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services.

13.07 Amendments to Declaration. Except as otherwise provided herein, this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against the Units. Section 13.06 may never be changed without written consent of the Declarant. Such change, modification or rescission shall be effective upon recording of such instrument in the office of the Register of Deeds of La Crosse County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

13.08 Severability. 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.

13.09 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until the day preceding the termination of the permissible period prescribed by applicable law.

13.10 Indemnity to Board Members. The members of the Board and the officer's thereof or of the Association shall not be liable to the Unit Owners for any mistake or judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by members or officers on behalf of the Unit Owners of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners of the Association. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his/her percentage interest of all the Unit Owners in the Common Elements bears to the total percentage

interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or the Board or Association.

13.11 Agent/Service of Process. All legal notices and service of process which may be made or given to the Unit Owners, Board of Directors or to the Association shall be served upon Great River Homes, LLC, until such time Declarant no longer owns a unit at which time the Unit Owners shall select a new agent and registered address for service. *GRH LLC - PO Box 2813 La Crosse, WI 54601*

13.12 Stormwater Operation and Maintenance Agreement. The terms and provisions set forth in the Stormwater Operation and Maintenance Agreement with the City of La Crosse, Wisconsin attached hereto as Exhibit C are incorporated into and made part of these Declarations.

IN WITNESS WHEREOF, Great River Condominiums has caused its name to be signed to these presents, this 27 day of January, 2023.

GREAT RIVER HOMES, LLC  
Declarant

By: *[Signature]* Declarant

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF LA CROSSE )

Personally came before me this 27 day of January, 2023, John Mazzola to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the foregoing instrument.

*Jessica Hanson*  
Print Name: Jessica Hanson  
Notary Public, State of Wisconsin  
My Commission expires: 8/1/2025



THIS INSTRUMENT DRAFTED BY:  
Attorney Brandon J. Prinsen  
Johns, Flaherty & Collins, S.C.  
205 5<sup>th</sup> Avenue South, Suite 600  
La Crosse, WI 54601

**Exhibit A**  
**Legal Description**

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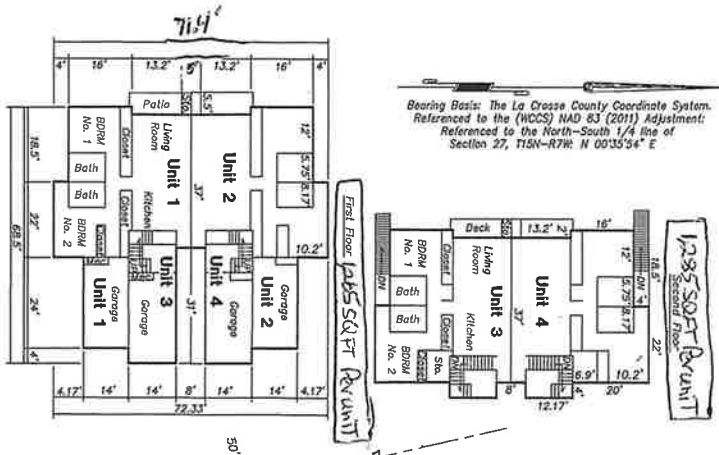
***Great River Condominium II***

Being all of Lot 4, Waterview Subdivision, located  
in the SE 1/4 of the NW 1/4, Section 27, T15N-R7W,  
City of La Crosse, La Crosse County, Wisconsin

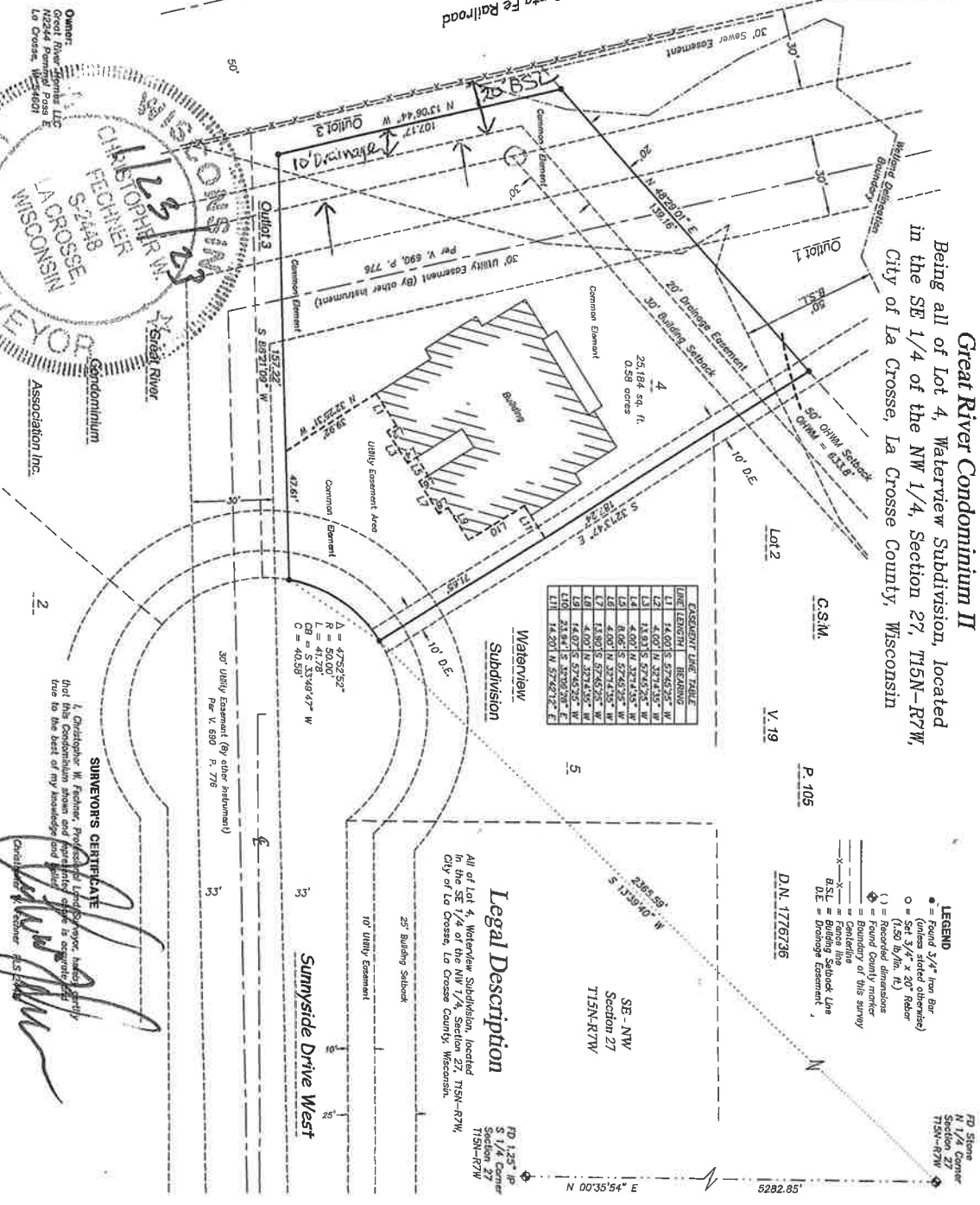
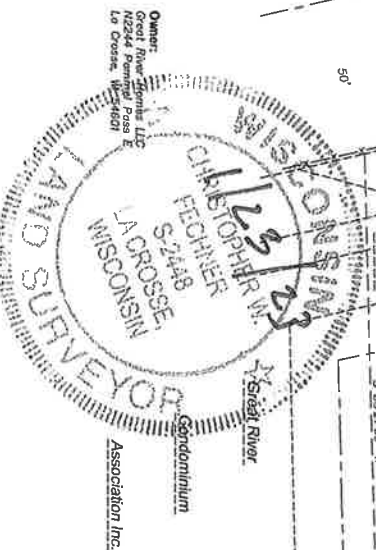
Received for recording this \_\_\_\_\_ Day of \_\_\_\_\_, 2022  
 at \_\_\_\_\_ O'clock \_\_\_\_\_ and filed as Document # \_\_\_\_\_  
 in Volume \_\_\_\_\_ of Plats on Page \_\_\_\_\_  
 Robin L. Kadmas, Register of Deeds



Bearing Basis: The La Crosse County Coordinate System.  
 Referenced to the (WCCS) NAD 83 (2011) Adjustment.  
 Referenced to the North-South 1/4 line of  
 Section 27, T15N-R7W: N 00°35'54" E



Great River Condominium II  
 Being all of Lot 4, Waterview Subdivision, located  
 in the SE 1/4 of the NW 1/4, Section 27, T15N-R7W,  
 City of La Crosse, La Crosse County, Wisconsin



DESCRIPTIVE TABLE

LINE	BEARING	DISTANCE
L1	N 44.00° E	57.245292' W
L2	S 4.07° W	37.714500' W
L3	N 81.91° S	67.245292' W
L4	S 80.05° W	37.714500' W
L5	N 80.05° S	67.245292' W
L6	S 4.07° W	37.714500' W
L7	N 44.00° E	57.245292' W
L8	S 4.07° S	37.714500' W
L9	S 80.05° W	37.714500' W
L10	S 81.91° S	67.245292' W
L11	N 44.00° E	57.245292' W

**Legal Description**  
 All of Lot 4, Waterview Subdivision, located  
 in the SE 1/4 of the NW 1/4, Section 27, T15N-R7W,  
 City of La Crosse, La Crosse County, Wisconsin.

**SURVEYOR'S CERTIFICATE**  
 I, Christopher W. Fechner, Professional Land Surveyor, being certified that this Condominium shown and hereinafter described is complete and true to the best of my knowledge and belief.

Christopher W. Fechner, S.S. Fechner

917 4th Street South  
 #917  
 La Crosse, WI 54601



**EXHIBIT B**  
Maintenance Provisions

**1.0 Permanent Components of Storm Water System**

The storm water system consists of the permanent components shown on the approved plans. These components include:

-Rain Garden

**2.0 Inspection & Maintenance**

All components of the storm water system shall be inspected at least semi-annually in early Spring and early Autumn. Repairs will be made whenever the performance of a storm water feature is compromised. Inspection and repairs shall be made as follows:

Rain Garden Areas

Water turf daily until turf is established. Inspect area at least annually. Maintenance is required when standing water is visible 48 hours after a rainfall event. Maintenance shall consist of removal of all sediment. Material shall be disposed of and replaced with a mix of 70-85% sand and 15-30% compost, and finished with lawn turf. In the spring of each year, dead vegetation shall be removed to allow for new growth.

Lawn & Landscape Areas

All grading shall be maintained according to the plans. All lawn areas shall be kept clear of debris and material that prevents flow of runoff to the designed grading location.

**3.0 Mowing, Fertilizer & Chemical Application**

Mowing of the Rain Gardens is allowed, as is application of fertilizers, herbicides, pesticides or other chemicals.

**Exhibit C**  
**Storm Water Operation and Maintenance Agreement**

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS  
FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES**

**RECITALS:**

- A. **Great River Homes LLC**, is the owner of **Lot 4 of the Water View Subdivision**, more particularly described on **Exhibit A** attached hereto ("Property").
- B. Owner desires to construct buildings and/or parking facilities on the Property in accordance with certain plans and specifications approved by the City.
- C. The City requires Owner to record this Declaration regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the stormwater management measures and to grant to the City the rights set forth below.

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

- 1. **Maintenance.** Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on the Property in good condition and in working order and such that the measures comply with the approved plans on file with the City Engineer. Said maintenance shall be at the Owner's sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements, and pursuant to the Maintenance Provisions attached hereto as Exhibit B.
- 2. **Easement to City.** If Owner fails to maintain the stormwater management measures as required in Section 1, then City shall have the right, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the City's maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. City will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner's use of the Property. All costs and expenses incurred by the City in conducting such maintenance may be charged to the owner of the Property by placing the amount on the tax roll for the Property as a special charge in accordance with Section 66.0627, Wis. Stats.
- 3. **Term/Termination.** The term of this Agreement shall commence on the date that this Agreement is filed of record with the Register of Deeds Office for La Crosse County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for La Crosse County, Wisconsin, a written instrument of termination signed by the City and all of the then-owners of the Property.
- 4. **Miscellaneous.**
  - (a) **Notices.** Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:  
  
If to Owner: **Great River Homes LLC**  
**N2244 Pammel Pass E**  
**La Crosse, WI 54601**  
  
If to City: City of La Crosse  
Engineering Department  
400 La Crosse Street  
La Crosse, WI 54601  
Attention: City Engineer  
  
Any party may change its address for the receipt of notice by written notice to the other.
  - (b) **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
  - (c) **Amendments or Further Agreements to be in Writing.** This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
  - (d) **Covenants Running with the Land.** All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
  - (e) **Partial Invalidity.** If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This space is reserved for recording data

Return to:

City of La Crosse  
Engineering Department  
400 La Crosse Street  
La Crosse, Wisconsin 54601

Tax Parcel No.: 17-50781-840



IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27 day of January, 2023.

[Signature]  
\_\_\_\_\_

John J. Mazzola

STATE OF WISCONSIN)  
COUNTY OF LA CROSSE ) SS

Personally came before me this 27 day of January, 2023, the above named John J. Mazzola, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Jessica Hanson  
Jessica Hanson  
NOTARY PUBLIC

My Commission Expires: 8/1/2025

Drafted by: City of La Crosse  
Engineering Department  
400 La Crosse Street  
La Crosse, Wisconsin 54601



**Exhibit D**  
**Description of Easement**

*Part of Lot 4, Waterview Subdivision; located in the SE 1/4 of the NW 1/4, Section 27, T15N-R7W, City of La Crosse, La Crosse County, Wisconsin described as follows:*

*Commencing at the North 1/4 corner of Section 27, thence S 13°39'40" W 2365.59 feet to the eastern most corner of Lot 4, Waterview Subdivision, the North right-of-way line of Sunnyside Drive West, and the point of beginning of this description:*

*thence, along said North right-of-way line, on the arc of a 50.00 foot radius curve, concave to the southeast, the chord of which bears, S 33°49'47" W 40.58 feet to the southeast corner of said Lot 4; thence, along the South line of said Lot 4, S 88°21'09" W 47.61 feet;*

*thence N 32°25'31" W 39.92 feet;*

*thence N 57°45'25" E 14.00 feet;*

*thence S 32°14'35" E 4.00 feet;*

*thence N 57°45'25" E 13.93 feet;*

*thence N 32°14'35" W 4.00 feet;*

*thence N 57°45'25" E 8.06 feet;*

*thence S 32°14'35" E 4.00 feet;*

*thence N 57°45'25" E 13.90 feet;*

*thence N 32°14'35" W 4.00 feet;*

*thence N 57°45'25" E 14.07 feet;*

*thence N 32°06'28" W 23.94 feet;*

*thence N 57°42'12" E 14.20 feet to the East line of said Lot 4;*

*thence, along said East line, S 32°13'47" E 71.65 feet to the point of beginning of this description.*

*Subject to any easements, covenants, and restrictions of record.*