

PETITION FOR CHANGE TO ZONING
CITY OF LA CROSSE

AMENDMENT OF ZONING DISTRICT BOUNDARIES
For a Planned Development District or
Traditional Neighborhood District

Petitioner (name and address):

Thomas and Marilyn Tiggelaar
618 Westwood Drive
Onalaska, WI 54650

Owner of site (name and address):

SouthShore Condominium Association
C/O Jake Delwiche, 3218 Lauderdale Court
LaCrosse, WI 54603

Address of subject premises:

3118-3230 Lauderdale Court & 1112-1114 Lauderdale Place
La Crosse

Tax Parcel No.: 17-40250-90

Legal Description: Southshore Condominium unit I T/W 11.1% interest in common elements

PDD/TND: _____ General Specific _____ General & Specific

Zoning District Classification: C3- Community Business

Proposed Zoning Classification: PD - Planned Development - Specific

Is the property located in a floodway/floodplain zoning district? Yes ___ No

Is the property/structure listed on the local register of historic places? ___ Yes No

Is the Rezoning consistent with Future Land Use Map of the Comprehensive Plan? Yes ___ No

Is the consistent with the policies of the Comprehensive Plan? Yes ___ No

Property is Presently Used For:

4 twin condominium units and 1 single condominium unit
Current units are owner occupied .

Property is Proposed to be Used For:

4 twin condominium units and 1 single condominium unit - no change

Proposed Rezoning is Necessary Because (Detailed Answer):

Current zoning is inappropriate for the residential usage. A request for a construction permit is forthcoming which will require appropriate zoning of the property.

Proposed Rezoning will not be Detrimental to the Neighborhood or Public Welfare Because (Detailed Answer):

The usage fo the property will not change from its current use

SBAR for Rezoning Request

Situation:

Southshore Condominium Association is currently zoned as Commercial Property. This zoning is not appropriate for the Association's current use. Without rezoning to an appropriate zoning for the property, no construction permits can be issued.

Background:

Southshore Condominium association is a development comprised of 5 structures, 4 twin units and 1 single unit. The units were built sequentially in approximately 1974 to 1978.

It is unknown what the original zoning of the property was. Past City of La Crosse's records were maintained on index cards. Tim Acklin, Senior Planner, with City of La Crosse has requested a search for the index cards. Any Legislation related to this property have not been located. Zoning records have since been converted to computerized records. It is unknown if the property was zoned incorrectly at the time of original zoning or if an error was made during the computerization of the records. The current zoning as listed in the current computerized records governs evaluation of any new requested improvements.

Assessment:

Zoning Request:

The Southshore Condominium Association land is owned in common with each owner assessed 11.1% of the total land value and each unit's improvements value added to arrive at each owner's assessed value. The property is not platted to individual lots.

Current La Crosse Building Fire Code requires a minimum separation of 10 feet between occupied structures for any new construction.

Section 11 of the By-laws of the Southshore Condominium Association governs additions to the property and is as follows:

Section 11. Additions, Alterations or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to his unit, nor affix anything to the exterior of his unit nor erect or construct anything in the limited

common area assigned to his unit without the prior written consent thereto by the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage for any claim arising in connection with such addition, alteration or improvement.

There are two options for zoning according to Tim Acklin, Senior Planner, City of La Crosse. Options for appropriate rezoning are Planned Development or R5 – Multiple Dwelling.

Planned Development - Specific		R5 – Multiple Dwelling	
Pros:	Cons:	Pros:	Cons:
	Higher Expense: \$700	Lower cost option: \$400	
Administratively easier for changes			
Ability to define allowable improvements			
Similar to The Moorings zoning			
Allows flexibility of zoning requirements with approval of City Council			
Recommended by City Planning and City Building Inspector			

The request for rezoning requires the submission of the fee at the time of the request. A request for refund of the fee can and will be included in the rezoning request.

Because there are not “property lines” between units (property is held in common), there are not any zoning requirements for separation between condominium buildings (example, maintain 5 feet from property line). There are setback requirements for Association property elements related to other neighboring buildings and property lines. Governing codes that would cover additions would be:

- Approval of the plan by the Southshore Condominium Association
- Adherence to any restrictions in the proposed planned development zoning.
- Adherence to any DNR restrictions (50 feet set-back, with variances for current set-backs).
- Adherence to La Crosse Building Fire Code. Current La Crosse Building Fire Code requires a minimum separation of 10 feet between occupied structures for any new construction.

Recommendations:

1. **Southshore Condominium Association apply for rezoning as a Planned Development. This request will include a request for rebate of the fee based on incorrect initial zoning or error in computer conversion.**

Attachments:

1. **Petition for Rezoning**
2. **Current City Zoning Maps**

Southshore Condominium Association

Comprehensive Development Plan

Planned Development:

This development is a condominium association consisting of 4 two unit condominium structures and 1 single unit structure. The land is owned in common by members of the Southshore Condominium Association.

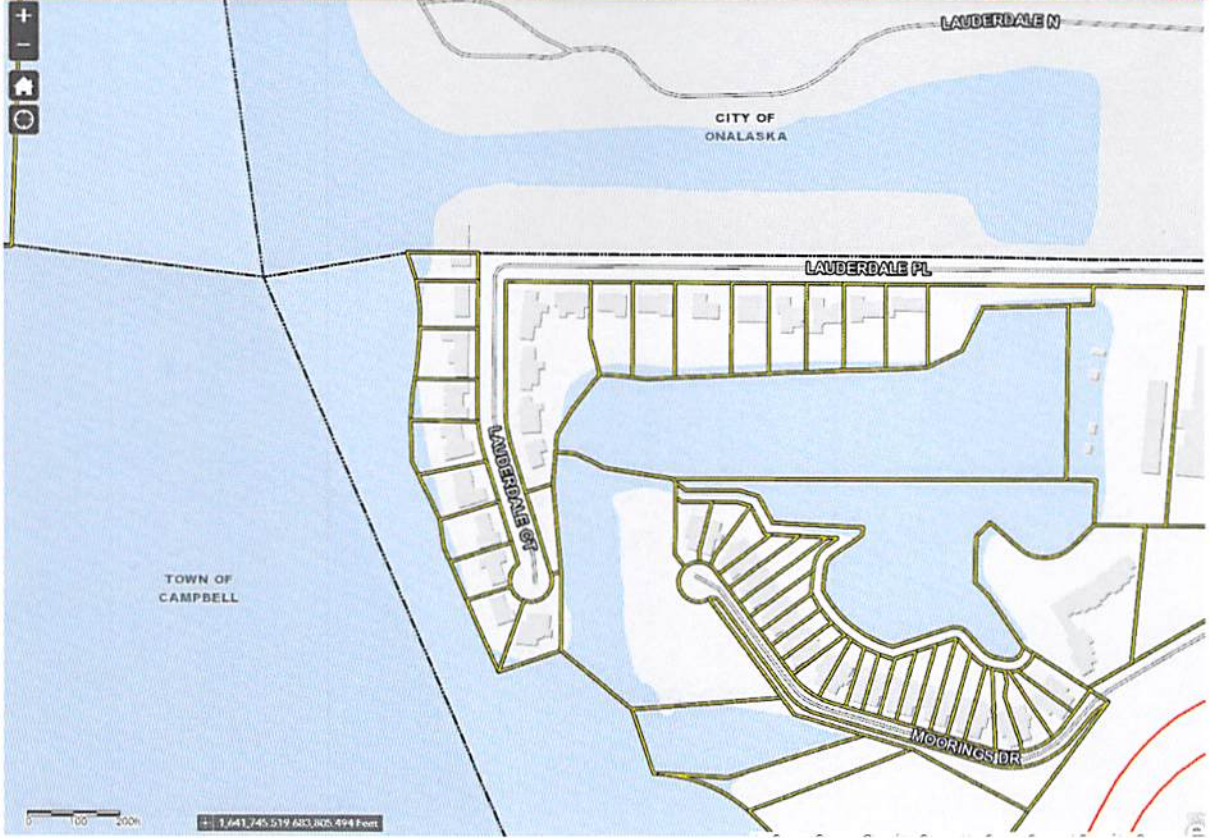
Allowable Improvements:

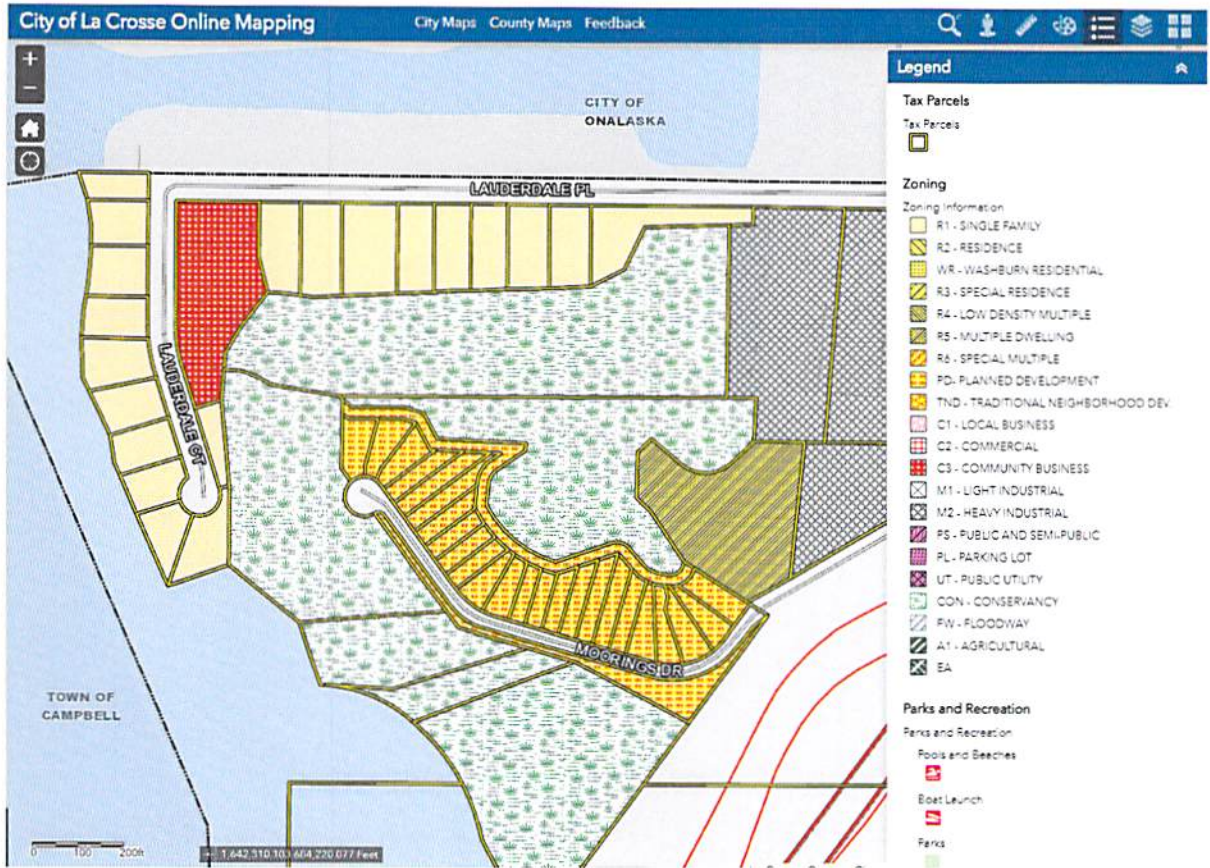
All planned improvements to exterior elements of the buildings and grounds require approval of the Southshore Condominium Association. Exterior changes may also require approval of governmental authorities such as the La Crosse Zoning Board, Department of Natural Resources (DNR), La Crosse Building/Fire Code or City Planning.

Planned Improvements requiring Association approval include:

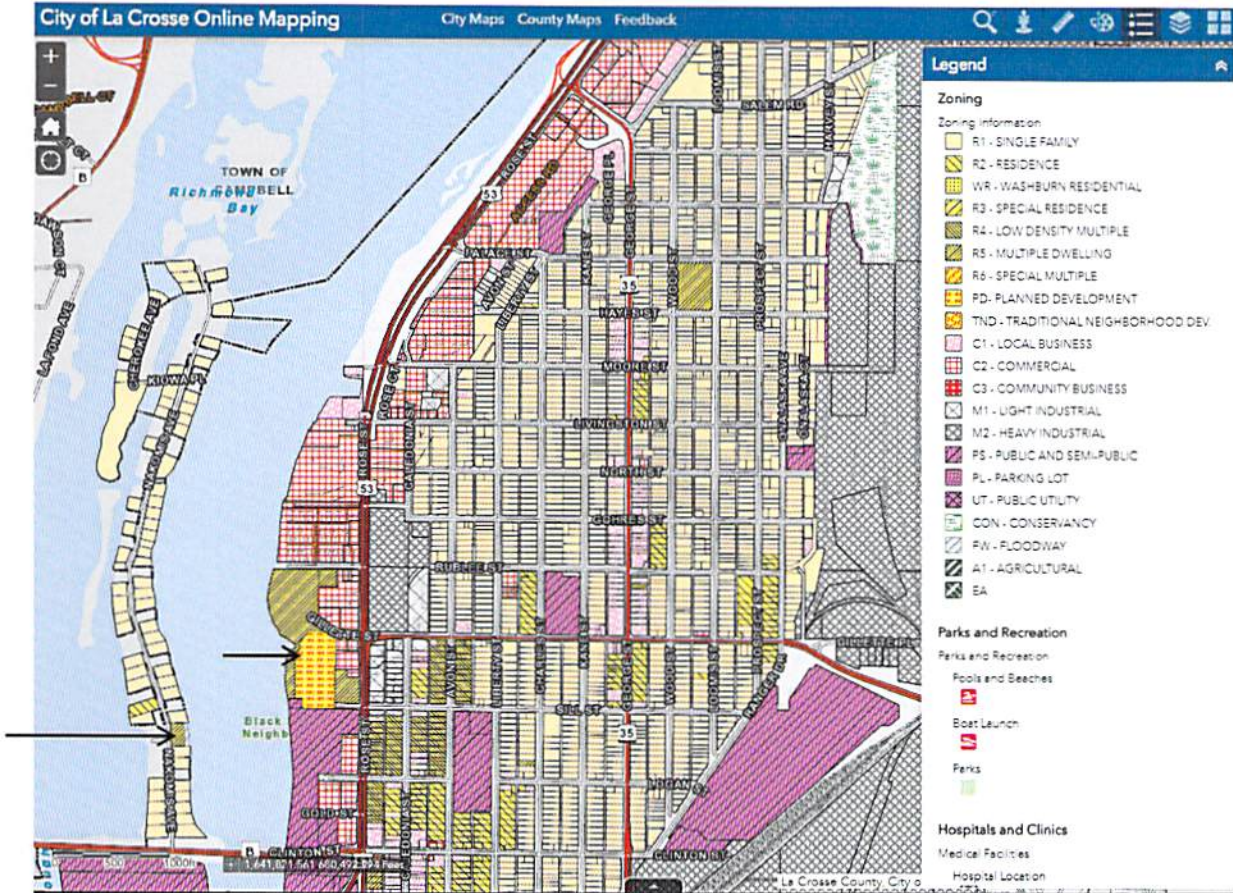
- Additions to the exterior footprint
- Additions to second floor space above the garage/car port space or other additions
- Fill-in of car port with garage
- Additions/replacement of sun porches/screen porches
- Additions/replacement of storage sheds
- Repair/replacement of windows/doors
- Changes to exterior siding/design elements
- Changes/Improvements to patio and decks
- Repair/replacement of roofs

Attached are maps of the existing property as built.





This map shows that the Southshore Condominium Association is zoned as commercial property. Note the zoning of The Mooring's as a planned development.



This map shows additional nearby La Crosse properties with Condo Developments. These additional associations are zoned as Planned Developments.



Handwritten notes:
11/11/75
D.L.S.
H. [unclear]

**BY-LAWS OF
SOUTHSHORE CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I

Plan of Unit Ownership

Section 1. Apartment Unit Ownership. The property located in the City of La Crosse, La Crosse County, State of Wisconsin (the "Property") known as Southshore Condominium, has been submitted to the provisions of the Wisconsin Unit Ownership Act by the Declaration (the "Declaration") recorded in the office of the Registrar of Deeds for La Crosse County on _____, 1975 in Reel _____ at Images _____ to _____ inclusive, as Document No. _____.

Section 2. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of Southshore Condominium Association, Inc. (the "Association"), a Wisconsin corporation, organized under The Wisconsin Nonstock Corporation Law to serve as an association of unit owners under the Wisconsin Unit Ownership Act. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in Section 703.02 of the Wisconsin Unit Ownership Act.

Section 3. Office. The office of the Association and of the Board of Directors of the Association (the "Board of Directors") shall be located at the current President's address.

ARTICLE II

Board of Directors

Section 1. Number and Qualification. The affairs of the Association and of the Property shall be governed by the Board of Directors. The Board of Directors shall be made up of the President, Vice President and Secretary/Treasurer.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the

Wisconsin Unit Ownership Act, the Declaration, these By-Laws and rules and regulations hereunder.

Section 3. Managing Agent and Manager. The Board of Directors may employ for the Property a managing agent which may be Declarant or a related party and a manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize.

Section 4. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the authorized votes of all unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 5. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

Section 6. Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the unit owners shall be held within ten days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two such meetings shall be held during each fiscal year.

Section 8. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, and business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 9. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these By-Laws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to such equal proportionate share of the total liability. All projects over \$250 must be approved by a majority vote of all unit owners.

Section 10. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE III

Unit Owners

Section 1. Annual Meetings. The Annual meetings of the unit owners shall be held on the third Sunday of June of each succeeding year. At such meetings the Board of Directors shall be elected by ballot of the unit owners. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the unit owners shall be held at the principal office of the Association or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary/Treasurer by unit owners having 25% of the total authorized votes of all unit owners. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Secretary/Treasurer shall mail to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special meeting of the unit owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be

held, at the address of his unit or at such other address as such unit owner shall have designated by notice in writing to the Secretary/Treasurer.

Section 5. Adjournment of Meetings. Any meeting of unit owners at which a quorum has or has not attended may be adjourned at the option of the unit owners by vote of a majority of the authorized votes of the unit owners who are present, either in person or by proxy, at such meeting.

Section 6. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 7. Voting. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary/Treasurer and shall be revocable at any time by written notice to the Secretary/Treasurer by the owner or owners so designating. Each unit owner shall be entitled to cast at all meetings of the unit owners the votes appurtenant to each unit owned. Where ownership is in the name of two or more persons, the votes appurtenant to their unit shall be cast collectively and unanimously by said persons. Where a unit is leased or has been sold under a land contract, the lessor and land contract vendee, respectively, shall be entitled to vote the vote appurtenant to said unit. (Where there are two or more vendees, they shall be considered joint owners.)

Section 8. Majority of Unit Owners. As used in these By-Laws, the term "majority of owners" shall mean those unit owners having more than 50% of the authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 7 of this Article III.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having 33-1/3% of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 10. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these By-Laws.

Section 11. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect as a unanimous vote.

Section 12. Membership. Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for La Crosse County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for La Crosse County of a deed or other instrument establishing a change of record title to a unit or the recording in said office of a land contract. A certified copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association and the membership of the prior owner or vendor shall thereby be terminated.

ARTICLE IV

Officers

Section 1. Election of Officers. Officers shall be elected annually by the unit owners at the organization meeting of the Association.

Section 2. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 5. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the unit owners and of the Board of Directors. He shall have charge of such books and papers as the Board of Directors may direct. He shall also have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and

disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Secretary/Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 6. Compensation of Officers. It has been approved by vote that the President and Secretary/Treasurer shall receive \$300 annually.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses and Common Charges. The Board of Directors shall, from time to time and at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year, and allocate and assess such common expenses against the unit owners according to their respective interests in the common areas and facilities. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the property, including without limitation an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by him and shall furnish copies to all unit owners of each budget on which such common expenses are based.

Section 2. Insurance. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings, but not including furniture, furnishings or other personal property supplied or installed by unit owners. Such insurance shall cover the Property and shall name as insureds the Association, the Board of Directors, and all unit owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Board of Directors or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees as their interests may appear.

All such policies shall provide that adjustment of loss shall be made by the Association, and that the net proceeds thereof, if \$10,000 or less, shall be payable to the Association, and if more than \$10,000, shall be payable to the insurance trustee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to the Board of Directors. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or otherwise of the full replacement value of the buildings, including all of the units and all of the common and limited common areas and facilities without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least \$_____, covering all claims for bodily injury or property damage arising out of one occurrence. The Board of Directors may obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws.

Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit, provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner, and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors.

Section 3. Repair and Reconstruction After Damage.

(a) In the event of any damage to or destruction of the Property as a result of fire or other casualty or otherwise in the amount of \$10,000 or less, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction (including any damaged units, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common expenses.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and

reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 11, Article III of these By-Laws and shall constitute the determination by the Association to repair, reconstruct or rebuild as required by the Wisconsin Unit Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Association, then the affirmative vote of one unit owner shall be sufficient to determine to repair and reconstruct.

(b) In the event the Property is destroyed or damaged in an amount in excess of \$10,000, the Association by vote of a majority of unit owners shall determine within 90 days after such damage or destruction whether to proceed with repair, reconstruction or sale. If the Association determines to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this Section. If the Association, within 90 days after such damage or destruction in excess of \$10,000, fails to make a determination of whether to repair, reconstruct or sell, the Property shall be deemed to be owned in common by the unit owners in the same percentages as previously owned by each unit owner in the common areas and facilities, and be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective interests in common, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

Section 4. Payment of Common Expenses. All unit owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such time or times as the Board of Directors shall determine. A late charge of up to \$20 may be imposed by the Board of Directors against a unit owner if any balance in common expenses remains unpaid by the fifth day of the month when due.

No unit owner shall be liable for the payment of any part of the common expenses assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof (made in accordance with the provisions of Section 1, Article VII of these By-Laws). A purchaser of a unit shall be liable for the payment of common expenses assessed against such unit prior to the acquisition by him of such unit except that if the Board of Directors or the manager furnishes a statement pursuant to Section 703.24 of the Wisconsin Unit Ownership Act, such liability shall be limited to the amount set forth therein, and except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common expenses assessed prior to the foreclosure sale.

Each unit owner shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association on any matter.

Section 5. Collection of Assessments. The Board of Directors shall assess common expenses against the unit owners from time to time and at least annually, and shall take prompt action to collect from a unit owner any assessment due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, such unit owner shall be obligated to pay interest at 10% per year on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 703.23 of the Wisconsin Unit Ownership Act.

Section 7. Statement of Common Expenses. The Board of Directors shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common expenses.

Section 8. Maintenance and Repair.

(a) All maintenance of and repairs to any unit (including replacement of window panes and glass doors, if any), structural or nonstructural, ordinary or extraordinary shall be made by the owner of such unit, except for maintenance of and repairs to any common area or facility contained therein, if any, not necessitated by the negligence, misuse, misconduct or neglect of the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common areas and facilities resulting from his negligence, misuse, misconduct or neglect.

(b) All maintenance, repairs and replacements to the common areas and facilities whether located inside or outside of the units (unless necessitated by the negligence, misuse, misconduct or neglect of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Board of Directors and be charged to all the unit owners as a common expense.

(c) Any patio, carport or designated lot area assigned to a unit as a limited common area and facility shall be for the exclusive use of the owner of such unit. Such unit owner shall keep such patio and carport free and clean of snow, ice and any accumulation of water and shall make all repairs to such patio and carport resulting from his negligence, misuse, misconduct or neglect. All other repairs in, to or with respect to such patio and carport shall be made by the Board of Directors as a common expense. All maintenance with respect to the designated lot areas shall be made by the Board of Directors as a common expense.

Section 9. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

- (a) The units shall be used for residential purposes only.
- (b) The common and limited common areas and facilities shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of the units.
- (c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.
- (d) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.
- (e) A unit owner shall not place any furniture, packages or objects in common or limited common areas and facilities, except in an area designated as a storage area and except that a unit owner may place furniture on a patio assigned to his unit.
- (f) No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Property, except that each unit may keep one dog or one cat and other small household pets (such as fish, canaries or parakeets) provided that they are not kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance. Any pet excrement in common areas shall be removed immediately by the owner of the unit in which the pet resides.

Section 10. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common and limited common areas and facilities shall require additions, alterations or improvements costing in excess of \$10,000, and the making of such additions, alterations or improvements shall have been approved by a majority of unit owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common expense. Any additions, alterations or improvements costing less than \$10,000 may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common expense.

Section 11. Additions, Alterations or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to his unit, nor affix anything to the exterior of his unit nor erect or construct anything in the limited

common area assigned to his unit without the prior written consent thereto by the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage for any claim arising in connection with such addition, alteration or improvement.

Section 12. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common areas and facilities may be promulgated and amended by the Board of Directors with the approval of a majority of unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 13. Electricity and Gas. Electricity and gas required to service the common areas and facilities is supplied by the public utility companies serving the area. The Board of Directors shall pay the bills for such gas and electricity used or consumed in the common areas and facilities, including the fountain, as a common expense. Electricity and gas are also supplied directly to each unit and are separately metered for each unit. Each unit owner shall pay the bills for electricity and gas consumed or used in or in connection with his unit.

ARTICLE VI

Mortgages

Section 1. Mortgage of Units. Each unit may be separately mortgaged.

Section 2. Notice of Unpaid Common Expenses. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common expenses or other default of the owner of the mortgaged unit.

Section 3. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common expenses or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

ARTICLE VII

Sales and Leases of Units

Section 1. Sales and Leases. No unit owner may sell or lease his unit or any interest therein except by complying with the provisions of this Article. A unit owner's sale of his unit shall include the sale of (a) the undivided interest in the common and limited common areas and facilities appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired on behalf of all unit owners, or the proceeds of

the sale or lease thereof, if any; and (c) the interest of such unit owners in any other assets of the Association, [(a), (b) and (c) herein collectively called the "appurtenant interests"].

Section 2. No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

Section 3. Rental. Unit owners may rent their units to whomever and on whatever terms and conditions as they so desire with notice to the Association setting forth therein the name and permanent address of the tenants.

Section 4. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Association all unpaid common expenses theretofore assessed by the Board of Directors against his unit and until he have satisfied all unpaid liens against such unit, except permitted mortgages.

ARTICLE VIII

Condemnation

Section 1. Units. In the event of a taking in condemnation or by eminent domain of any of the units, the Association by vote of a majority of unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of such taking) shall determine whether to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, the Board of Directors shall effect such repair or reconstruction in accordance with paragraph (a) of Section 3, Article V of these By-Laws. If the Association determines not to repair or reconstruct or fails to vote within said 90 day period, the entire net proceeds shall be disbursed to those unit owners whose units have been taken in proportion to the percentage of interest in the common areas and facilities appertaining to their respective units. If any such unit owner is in default in paying common charges, the amount of said common charges shall be deducted from his share of the proceeds. Upon receipt of his share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of his undivided ownership interest in the common areas and facilities and shall thereafter no longer be considered a unit owner. The interests of the remaining unit owners in the common areas

and facilities shall be recomputed by the Board of Directors, whose decision shall be final, to reflect said releases.

ARTICLE IX

Records

Section 1. Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common expenses against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners at least semi-annually. In addition, an annual report of the receipts and expenditures of the Association, prepared by an independent certified public accountant, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE X

Miscellaneous

Section 1. Notices. All notices to the Board of Directors shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed or hand delivered to his unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the Board of Directors, unit owners or mortgagees need not be mailed by registered or certified mail.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Conflicts. These By-Laws are set forth to comply with the requirements of Section 703.19 of the Wisconsin Unit Ownership Act. In case any of these By-Laws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these By-Laws conflict with the provisions of the Declaration, these By-Laws shall control and, to the extent of any such conflict, these By-Laws shall be deemed to be an amendment to the Declaration.

ARTICLE XI

Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of a majority of unit owners, such vote to be taken at a meeting of unit owners duly held for such purposes; however, Section 1, Article III of these By-Laws insofar as it provides that the Declarant shall designate the directors until all units shall have been sold and conveyed by him, and this Section may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be the owner of one or more units.