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DECLARATION OF CONDOMINIUM OWNERSHIP

AND OF

EASEMENTS, RESTRICTIONS AND COVENANTS

FOR

LAKOTA VILLAGE CONDOMINIUMS

THIS DOCUMENT DRAFTED BY:
Attorney James W. McNeilly, Jr.
BOSSHARD & ASSOCIATES
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LA CROSSE, WI 54602-0966

**DISCLOSURE OF MATERIALS
OF
LAKOTA VILLAGE CONDOMINIUMS**

La Crosse, Wisconsin

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Owner/Declarant:

**C. C. of La Crosse, Inc.
505 King Street, Suite 242
La Crosse, WI 54602-1625**

Developer/General Contractor:

**C. C. of La Crosse, Inc.
505 King Street, Suite 242
La Crosse, WI 54602-1625**

Exclusive Sales Agent:

**Sheri Klein
NORTHWEST REALTY, INC.
505 King Street, Suite 107
La Crosse, WI 54601**

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

DISCLOSURE MATERIALS

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The disclosure materials the Declarant is required by law to provide to each prospective condominium purchaser contain the following documents and exhibits:

1. **Declaration.** The Declaration establishes and describes the condominium, the units and common areas. The Declaration begins on Page D-1.
2. **Bylaws.** The Bylaws contain rules which govern the condominium and affect the rights and responsibilities of Unit Owners. The Bylaws begin on Page B-1.
3. **Annual Operating Budget.** The Association incurs expenses for operation of the condominiums which are assessed to the Unit Owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget is attached as Exhibit A.
4. **Floor Plans and Map.** The Declarant has provided floor plans of the units being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The map and the floor plans are attached as Exhibit B.
5. **Owners Association.** The Unit Owners, acting collectively through the Board and its offices, shall be known and organized as LAKOTA VILLAGE HOMEOWNERS ASSOCIATION, INC., a non-stock, non-profit corporation with Chapter 181, Wisconsin Statutes. A copy of the Articles of Incorporation of such corporation are attached as Exhibit C.
6. **Rules and Regulations.** In addition to the Bylaws of the Association, the Declarant has provided a set of Rules and Regulations for the harmonious operation of the condominiums. They are attached as Exhibit D.

LAKOTA VILLAGE CONDOMINIUMS

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INTRODUCTION

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THIS DECLARATION is made and entered into by C. C. of La Crosse, Inc., herein referred to as Declarant:

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described, located 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 now or to be hereafter constructed, and all rights and privileges belonging or in anyway pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes, as amended from time to time (hereinafter referred to as the "Act"); and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as LAKOTA VILLAGE CONDOMINIUMS) and any Unit or Units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the Property and all Units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several 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 furtherance of a plan to promote, enhance and protect the common amenities and 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.

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

ARTICLE I

DESCRIPTION

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1.01. **Legal Description.** The real estate which is hereby submitted and subjected to the provisions of the Condominiums Ownership Act of the State of Wisconsin is legally described as follows:

Phase I -

Commencing at the Southeast corner of Lot 11, Block 2, Sherwood Manor Addition to the City of La Crosse; thence North 1°02'00" East along the East line of said Block 2, a distance of 135.35 feet to the point of beginning; thence continuing North 1°02'00" East along said East line 126.67 feet; thence South 88°58'00" East 104.00 feet to the Westerly line of Lakota Place; thence along said Westerly line South 1°02'00" West 36.79 feet to the P.C. of a 85 foot radius curve; thence along the arc of said curve, concave Northeast, the chord of which bears South 11°47'03" East and measures 37.71 feet; thence South 65°44'01" West 124.29 feet to the point of beginning.

1.02. **Address.** The address of the Condominiums shall be 3035-3037 Lakota Place, La Crosse, WI 54601.

1.03. **Construction of Condominium.** Lakota Village Condominiums will consist of two (2) to four (4) units in each of the fifteen (15) buildings constructed principally of poured concrete foundations and footings, wood frame and drywall interior partitions, insulated glass windows and vinyl siding exteriors. Roofs are fiberglass shingle. The buildings and each unit is served by municipal water and sewer, gas and electric utilities, all of which are separately metered.

1.04. **Unit Plans.** Each unit will follow one of four basic floor plans, as shown on Exhibit B with approximate dimensions. Unit Owners can customize the interiors, including the lower-level; of their Units and add options or special features. Each unit will have a garage and a patio. It should also be noted that the individual buildings can consist of two, three or four units.

1.05. **Ownership of Common Elements.** Subject to the Declarant's right to expand the Condominium, each Unit will own an undivided one-half interest in the Common Elements as a tenant in common with the other Unit Owner, and will be responsible for a corresponding fractional share of the common expenses. After the construction of all fifteen phases, each Unit Owner will own an undivided 1/41 interest in the Common Elements as a tenant in common with all other Unit Owners, and will be responsible for a corresponding fractional share of the common expenses. However, any first mortgagee who obtains title to a Unit pursuant to the

remedies contained in its Mortgage or through foreclosure of its Mortgage will not be liable for more than six months of such Units regularly budgeted unpaid dues or charges accrued before the acquisition of the title to the Unit by the mortgagee. Any such unpaid dues or expenses not allocated to a mortgagee shall be reallocated prorata among the remaining Unit Owners.

ARTICLE II

DEFINITIONS

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

2.01. **Declaration.** This instrument, by which the Property, as hereinafter defined, is submitted to the provisions 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.

2.02. **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 the use in connection therewith, which have been or are intended to be subject to the provisions of the Act.

2.03. **Unit.** A part of the property subject to this Act intended for independent use, 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, together with the undivided interest in the Common Elements appurtenant thereto.

2.04. **Unit Owner.** The person who owns a Unit and an undivided interest in the common areas and facilities appurtenant to such Unit in the fraction specified and established in the Declaration.

2.05. **Unit Number.** The number, letter or combination thereof, designating the Unit in the Declaration.

2.06. **Association of Unit Owners.** All of the Unit Owners acting as a group in accordance with the Bylaws and Declaration.

2.07. **Building.** A structure containing one or more Units, or two or more structures, each containing one or more Units and comprising a part of the property.

2.08. **Common Areas and Facilities.** The common areas and facilities shall consist of all of LAKOTA VILLAGE CONDOMINIUMS except the individual units and limited common areas and facilities as each of the aforementioned is herein described, including without limitation the following:

- (a) The land on which the buildings are located subject to the limitations hereinafter set forth governing the use of certain lands which are reserved as a limited common area;
- (b) The foundations, columns, girders, beams, supports, main walls, roofs and entrances and exits of the buildings;
- (c) The grounds, yards, parking areas, storage spaces and recreational facilities;
- (d) Installation of such of the following central services: power, light, gas, water and sewer;
- (e) Any tanks, pumps, motors, fans, compressors, ducts, wiring, and in general all apparatus and installations existing for common use, or located beyond the interior surfaces of the walls, ceiling and floors of the Units;
- (f) The sidewalk, any retaining wall and the green area along the street located in Lot 23, Block 2, Sherwood Manor Addition to the City of La Crosse, La Crosse County, Wisconsin. The Association of Unit Owners is required to maintain these Common Elements and to keep the sidewalk free of snow and ice.
- (g) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.09. **Common Expenses.**

- (a) All sums lawfully assessed against the Unit Owners by the Association of Unit Owners; and
- (b) Expenses declared common expenses by the Act or by the Declaration or Bylaws.

2.10. **Common Profits.** The balance of all income, rents, profits and revenues from the common areas and facilities, if any, remaining after the deduction of the common expenses.

2.11. **Driveways, Streets and Roads.** The surface portion of the property set aside for use for travel by foot or vehicle to and from the buildings to the public streets or highways.

2.12. **Limited Common Areas and Facilities.** Those common areas and facilities designated in the Declaration as reserved for use of a certain Unit or Units to the exclusion of the other Units in the building, or to the exclusion of the other Units in the Condominium.

2.13. **Majority or Majority of Unit Owners.** The Unit Owners with more than fifty percent (50%) of the votes in accordance with the votes assigned in the Declaration to the Units for voting purposes.

2.14. **Person.** Individual, corporation, partnership, association, trustee, other legal entity, or combination thereof.

2.15. **Occupant.** Person or persons, other than a Unit Owner, in possession.

2.16. **Plat.** The Plat of Survey of the Property, Buildings and of all Units in the Property submitted to the provisions of the Act, together with that area of possible expansion described on the Plat, 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 in the Office of the Register of Deeds for La Crosse County, Wisconsin.

ARTICLE III

PROPERTY AND UNITS: SUBMISSION TO ACT

3.01. **Submission of Property to the Act.** The Developer hereby submits the Property described in Section 1.01 hereof to the provisions of the Act.

3.02. **Units: Description.** The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes of the interior wall, floor and ceiling surfaces, as set forth on the Plat and the floor plans.

3.03. **Units: Ownership.** Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number and symbol, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as otherwise provided by the Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any manner cause such Owner's Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

3.04. **Certain Structures Not Constituting Part of a Unit.** No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through such Owner's unit and serving more than such Owner's Unit.

ARTICLE IV

COMMON ELEMENTS

4.01. **Ownership of Common Elements.** Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a Tenant in Common with all other Unit

Owners of the property, and except as otherwise limited in this Declaration, shall have the right to the use and occupancy of such Owner's Unit and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Owner's Unit. The undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains and not 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. **No 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.

ARTICLE V

RESTRICTIONS ON USE

5.01. **No Severance of Ownership.** No Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Owner's Unit without including therein both such Owner's interest in the Unit and such Owner's corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted, even though the latter is not expressly mentioned or described therein.

5.02. **Use of the Common Elements.** 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 purpose of ingress and egress to, and use, occupancy and enjoyment of respective Unit owned by each Unit Owner, and to the use and enjoyment of common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the 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. **Easements.**

(a) **Encroachments.** In the event that, by reason of the duly authorized construction or repair, or 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 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 or any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if any encroachment occurred due to the willful misconduct of said Owner or Owners.

(b) **Easements for Utilities.** The Century Telephone Company of Wisconsin, Northern States Power Company, The City of La Crosse, and all other public utilities, their successors and assigns, serving the property, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cable, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of reasonable right of ingress to and egress from the property for said purpose. The Declarant, prior to the creation of the Board, and Board thereafter, may grant other or additional temporary or permanent easements for utility or other purposes over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Declarant, prior to the creation of the Board, and the Board thereafter, an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. 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, including easements for the benefit of Unit Owners in Lakota Village Condominiums, 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, its successors and assigns, and any Unit Owner, purchaser, mortgagee or 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 preserve 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.

(d) **Easements for Police and Fire Protection.** A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

5.04. **Separate Mortgage of Units.** Each Unit Owner shall have the right to mortgage or encumber such Owner's own respective Unit, together with such Owner's 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 such Owner's own Unit, and such Owner's own respective ownership interest in the Common Elements as aforesaid.

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5.05. **Separate Real Estate Taxes.** It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for such Owner's Unit and such Owner's corresponding fractional ownership of 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 such Owner's proportionate share thereof in accordance with such Owner's respective fractional ownership interest in the Common Elements.

5.06. **Use of Units.** Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in any such manner and upon such conditions as shall be determined by the Board in writing.

ARTICLE VI

SERVICE OF PROCESS

6.01. **Service of Process.** All legal notices and service of process which may be made or given to the Unit Owners, Board or to the property shall be served upon Lakota Village Homeowners Association, Inc., Sheri Klein, Resident Agent, King on Fifth, Suite #107, La Crosse, WI 54601. The Unit Owners shall designate such successors as may be required to the aforementioned part at an annual meeting or a special meeting called in accordance with the provisions of Section 2.04 of the Bylaws. The number of voting members present to constitute a quorum and the number of votes required to approve such successors shall be in accordance with the provisions of the Bylaws.

ARTICLE VII

EXPANSION OF CONDOMINIUM

7.01. **Expansion.**

- (a) Pursuant to the Act, and subject to the limitations and requirements herein and therein set forth, the Declarant shall have the absolute right, but not the obligation, to be exercised within seven (7) years from the date hereof, to annex to the land and improvements described in Section 1.01 hereinabove, the additional parcel of

land, or contiguous portions thereof, and any improvements hereafter constructed thereon, which is described as follows:

Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin, described as follows: Beginning at the Southeast corner of Lot 11, Block 2, Sherwood Manor Addition to the City of La Crosse; thence North $81^{\circ}02'$ East along the North line of said Addition 562.00 feet (recorded as 562.34') to the Northeast corner of Lot 23, Block 2 of said Addition; thence North $09^{\circ}06'50''$ West 198.00 feet; thence North $24^{\circ}59'00''$ East 104.35 feet; thence North $28^{\circ}16'04''$ West 240.85 feet to the North line of said SE-NE of Section 21; thence North $89^{\circ}35'37''$ West along said North line 443.09 feet to the Northeast corner of Lot 5, Block 2, Sherwood Manor Addition; thence South $01^{\circ}02'$ West along the East line of said Block 2 a distance of 593.05 feet (recorded as 594') to the point of beginning, EXCEPT the following described parcel:

Commencing at the Southeast corner of Lot 11, Block 2, Sherwood Manor Addition to the City of La Crosse; thence North $1^{\circ}02'00''$ East along the East line of said Block 2, a distance of 135.35 feet to the point of beginning; thence continuing North $1^{\circ}02'00''$ East along said East line 126.67 feet; thence South $88^{\circ}58'00''$ East 104.00 feet to the Westerly line of Lakota Place; thence along said Westerly line South $1^{\circ}02'00''$ West 36.79 feet to the P.C. of a 85 foot radius curve; thence along the arc of said curve, concave Northeast; the chord of which bears South $11^{\circ}47'03''$ East and measures 37.71 feet; thence South $65^{\circ}44'01''$ West 124.29 feet to the point of beginning of this EXCEPTION.

Any such expansion or annexation shall be accomplished by the recordation, in the same manner and with the same requirements and formalities as this Declaration, of an Amendment or Amendments to this Declaration.

- (b) The consent of the Unit Owners, Mortgagees having liens against Units and the Board shall not be required for any such expansion and the Declarant may proceed with such expansion at its sole option.
- (c) The Declarant may add portions of such additional parcel of land at different times.
- (d) The types and approximate locations of improvements that may be located on the additional lands are shown on Exhibit B attached hereto; however, the Declarant reserves the right to change the types and locations of such improvements if, in its sole opinion, such changes are required to achieve the best development.
- (e) The Declarant reserves the right to change the size, design, and mix of the Units in order to meet requirements of the market.
- (f) The Declarant reserves the right to create Common Elements and Limited Common Elements in the additional lands and to change the designation of existing Common Elements to Limited Common Elements.

- (g) Upon the addition of any such additional parcels, the allocation of fractional ownership of the Common Elements and voting rights shall be amended as further specified hereinafter.

7.02. **Phase I.** The premises described in Section 1.01 shall be referred to as "Phase I".

7.03. **Phases II-XV.** The addition or annexation of the land so designated in Section 7.01 hereinabove shall be referred to as Phases II-XV.

7.04. **Reallocation of Ownership of Common Elements and Voting Rights.** Upon the addition or annexation of Phases II-XV or any portions thereof, the Unit Owners' ownership interests in the Common Elements and voting rights shall be automatically reallocated pro tanto as stated in the Amendment to the Declaration adding the property, and the Bylaws automatically amended to conform with the reallocation.

- (a) Such reallocation shall be determined by the Declarant based on the interests and obligations of existing units of the same type, or in the event that the added Units are of a different type, based upon the ratio of the square footage of the added unit to the square footage of all units in the condominium.
- (b) The total number of votes of all Voting Members shall be equal to the sum of the total number of units after the addition or annexation.
- (c) Rights and responsibilities in and for common expenses shall be automatically reallocated in conformity with the reallocation of ownership of the Common Elements.

7.05. **Power of Attorney.** There is hereby reserved unto the Declarant an irrevocable Power of Attorney, coupled with an interest, to execute, acknowledge, deliver and record any such instruments as may from time to time be required in order to carry out the purposes and provisions of this Article. Each Owner and each mortgagee of a Unit shall be deemed to have acquiesced in the amendments to this Declaration and to the Condominium Plat made in the manner set forth in this Article, and covenants and agrees to execute such further instruments, if any, as may be required to properly accomplish such amendments.

7.06. **Deed.** Any deed for any Unit shall be delivered subject to the conditional limitations that the fractional ownership interests in the Common Elements and voting rights may be amended as provided herein.

ARTICLE VIII

GENERAL PROVISIONS

8.01. **Votes.** As further provided by the Bylaws, the Owner(s) of each Unit shall be entitled to one (1) vote, which shall be appurtenant to each Unit. The Developer shall vote for each of the unsold units on the basis of one (1) vote for each unit.

8.02. **Damage, Destruction or Condemnation.**

(a) **Sufficient Insurance.** Subject to the provisions of Section 8.02(d), in the event 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 or the payee of such insurance proceeds in payment therefore; provided, however that in the event, within sixty (60) days after such damage or destruction shall occur, a majority of the Unit Owners elect either to sell the property or to withdraw the property from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

(b) **Insufficient Insurance.** Subject to the provisions of Section 8.02(d), 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 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.

(c) **Additional Insurance.** Any Owner may, at said Owner's option, carry additional insurance on such Owner's Unit including coverage for any substantial improvements made therein and the contents thereof.

(d) **Classification of Project by Federal Home Loan Mortgage Corporation.** Until such time as the Condominiums are classified as a Class III Condominium Project by the Federal Home Loan Mortgage Corporation, (or any successor entity), in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominiums, the following actions shall not be taken unless at least three quarters of the Unit Owners (other than the Declarant) and of the first mortgagees (based on one vote for each first mortgage owned) give their consent thereto:

- (1) Seek to abandon or terminate the Condominiums by act or omission;

- (2) Change the pro rata interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the Common Elements except to the extent necessary to allow the expansion of the Condominiums in accordance with Article VII;
- (3) Partition or subdivide any Unit;
- (4) Except as set forth in Article VII, Expansion of Condominium, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission. (The granting of easements for public utilities or other public purposes consistent with the intended use of the common elements is not a transfer within the meaning of this clause.); and
- (5) Use hazard insurance proceeds for losses to any condominium property (whether units or Common Elements) for other than the repair, replacement, or reconstruction of the condominium property.

8.03. **Substantial Restoration.** Repair, restoration or reconstruction of the improvements as used in this Article, 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.

8.04. **Covenants to Run With the 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 privileges 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 of the Declaration were recited and stipulated at length in each and every deed of conveyance.

8.05. **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.

8.06. **Waiver of Damages.** Neither the Declarant, nor its beneficiaries, nor their respective 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 of 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 in tort. The Declarant shall be responsible only for written representations made by the Developer, sales agents, or other parties. Without limitation, the generality of the foregoing enumeration includes all claims for, or arising out of repair or concerning 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 (heat, air conditioning, electricity, gas, water, sewage, etc.).

8.07. Amendments to Declaration. The provisions of this Declaration may be changed, modified or rescinded by instrument in writing and setting forth such change, modification or rescission, signed and acknowledged by the Board, and 75% of the Owners and mortgagees having bona fide liens of record against Units, except Sections 8.06 and 8.12, which may never be changed without the written consent of the Declarant and the Developer/General Contractor. 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.

8.08. 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.

8.09. 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 provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing some time limits, then such provision shall continue only until the day preceding the termination of the permissible period prescribed by the rule.

8.10. Interpretation of Declarations. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium.

8.11. Failure to Comply. Any Unit Owner failing to comply with the Act, this Declaration or the Bylaws may be sued for damages or injunctive relief or both by the Association or by any Unit Owner.

8.12. Disclaimer of Warranties. The Declarant, its beneficiaries, their respective representatives or designees, and the Developer/General Contractor expressly disclaim all warranties, either express or implied, including, but not limited to, any warranties relating to the condition or function of any Unit or of the Common Areas and Facilities. Upon the sale and occupation of any Unit, the responsibility of the Declarant and the Developer/General Contractor

for the repair or maintenance of any such Unit shall cease, except as may be specifically provided for herein.

IN WITNESS WHEREOF, this document has been executed as of this 25th day of OCTOBER, 1999.

C. C. of La Crosse, Inc.

By: Donald P. Zietlow
Donald P. Zietlow, President

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

Personally came before me this 25th day of OCTOBER, 1999, the above-named Donald P. Zietlow, as President of the above-named corporation, to me known to be such person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer, by its authority, for the purposes therein contained.

James W. McNeilly Jr.
Notary Public
La Crosse County, WI
My Commission: 15 PERMANENT

CONSENT OF MORTGAGEE

The BANK OF ALMA hereby consents to the foregoing.

Dated this 25th day of OCTOBER, 1999.

BANK OF ALMA

By: William H. Bosshard
William H. Bosshard, President

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

Personally came before me this 25th day of OCTOBER, 1999, the above-named William H. Bosshard, President of the Bank of Alma, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as such officers, by its authority, for the purposes therein contained.

James W. McNeilly Jr.
Notary Public
La Crosse County, WI
My Commission: 15 PERMANENT

THIS DOCUMENT DRAFTED BY

James W. McNeilly Jr.
BOSSHARD & ASSOCIATES
La Crosse, WI 54602-0966

WORDREAL ESTATE C.C. OF LA CROSSE
LAKOTA VILLAGE CONDO RESTRICTIONS & BYLAWS doc jlk
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LAKOTA VILLAGE CONDOMINIUMS

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**BYLAWS OF
LAKOTA VILLAGE HOMEOWNERS ASSOCIATION, INC.**

These Bylaws incorporate by reference the Declaration of Condominium and Condominium Plat, the Articles of Incorporation of Lakota Village Homeowners Association, Inc. and the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes. The Bylaws are intended to provide the structure necessary for the operation and maintenance of the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of Unit Owners and all other persons authorized and invited to use it, to establish the procedure for the levy and collection of assessments to finance the operations of the Association and to permit Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

SECTION I

NAME, FORM OF ADMINISTRATION, ADDRESS

1.01. **Name.** The name of the Association created herein is LAKOTA VILLAGE HOMEOWNERS ASSOCIATION, INC. and is referred to herein as Association.

1.02. **Form of Administration.** The Association is incorporated as a Wisconsin non-stock corporation under Chapter 181, Wisconsin Statutes. Policy control of the Association, except as otherwise provided herein, is vested in a Board of Directors to be elected by the members in accordance with Section III hereof. Any Manager, retained by the Board of Directors, is responsible for implementation of the policy decisions of the Board and operates under its supervision and control.

1.03. **Address.** The initial address of the Association and its principal office is King on Fifth, Suite 242, La Crosse, WI 54602-1625.

SECTION II

MEMBERS, RIGHTS AND OBLIGATIONS, MEETINGS

2.01 **Members.** All Unit Owners in the Condominium are, by the fact of ownership of their Unit, members of the Association. As such, they are granted all rights and subject to all obligations of membership as created herein.

- (1) Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferor ceases to be a member of the Association as to that Unit, and the Transferee becomes a member. The Association shall maintain a roster of the names and addresses of all Unit Owners and upon conveyance or other transfer, it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.
- (2) The Association shall also maintain a roster of holders of security interests in Units and shall provide such notices regarding the Unit encumbered and the Condominium as a Unit security holder requests or the law, the Declaration or any document related to the mortgage or other security instrument requires. Unit Owners are responsible for providing the information necessary to keep this roster current.

2.02. **Annual Meetings.** The annual meeting of the Association shall be held on the 30th day of April of each year at 7:00 o'clock P.M. at a location selected by the Board of Directors, or at such other time and place as may be designated pursuant to Section 2.04.

2.03. **Special Meetings.** Special meetings may be held at any time on the call of the President or on written request to the Association by owners of not less than 20% interest in the Common Elements. Special meetings held on written request as provided herein shall be conducted with sixty (60) days of the date of receipt of the request unless it specifies a longer period.

2.04. **Notice of Meetings.** The Secretary of the Association shall give written notice of every meeting to every member at least ten (10) days before the date set for such meeting.

- (1) **Content of Notice.** The notice shall state whether the meeting is an annual or special meeting, the authority for call of the meeting, the place, date and hour of the meeting and, where required, the purpose or question to be considered at the meeting.
- (2) **Delivery of Notice.** The notice shall be given of delivery of a copy to a member personally or by mailing the notice to the member at such Owner's address as it appears on the Association's roster, postage prepaid.
- (3) **Failure to Receive Notice.** If notice is given as provided hereunder, the failure of any member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting.
- (4) **Holders of Security Interests.** Upon written request to the Secretary of the Association, the holder of any recorded security interest in any Unit in the Condominium may obtain a copy of any notice permitted or required to be given by these Bylaws from the date of receipt of the request until such request is withdrawn or the security interest is discharged of record, including notice of proposed amendments to the Declaration, or the Association's Articles or Bylaws.

Also, a first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by a Unit Owner of any obligation under the Declaration or Bylaws not cured within sixty (60) days.

- (5) **Waiver of Notice.** The presence of any member in person or by proxy, shall be deemed a waiver of notice as to such member unless such member objects at the opening of the meeting to the holding of the meeting because of failure to give proper notice. Members may waive notice of any meeting in writing to the Secretary.

2.05. **Quorum.** The presence of a majority of Unit votes, whether in person or by proxy, constitutes a quorum.

2.06. **Voting.** Voting is on the basis of Unit votes. Each Unit is entitled to cast one indivisible vote without regard to the number of persons who have an ownership interest in the Unit. The vote for each Unit may be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from that Unit.

- (1) **Proxies.** A member may give another person authority to represent him and vote on such Owner's behalf at meetings of the Association. Such proxy must be in writing, dated and signed by the member, and filed with the Secretary. Except for a proxy to a mortgagee or lessee of the Unit involved, no proxy is valid for more than 180 days after its date, however, a member may renew such Owner's proxy by filing a new proxy or a renewal of the existing proxy with the Secretary. A proxy may grant full or limited voting rights, and may contain instructions which shall be binding on the proxy holder.
- (2) **Representatives.** Any personal representative, executor or administrator of the estate of any member, or guardian or trustee for any member, may exercise such member's voting rights. Such person shall file an affidavit or other proof of his status with the Secretary.
- (3) **Suspension.** Voting rights shall be suspended if the Association has recorded a statement of condominium lien on a Unit and the amount necessary to release the lien has not been paid, and no person who is not on the Association's roster of Unit Owners may vote unless such person holds a proxy from one who appears on the roster.

2.07. **Unanimous Consent Without Meeting.** Any action required or permitted by these Bylaws or any provision of law to be taken at a meeting of the Association, may be taken without a meeting if a consent in writing, setting forth the action as so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

2.08. **Adjournment.** Any meeting of the Association may be adjourned from time to time and to such place and time as may be determined by a majority vote of those present, whether or not a quorum is present. No further announcement of the time or place of the adjourned meeting is required.

2.09. **Order of Business.** The order of business at all annual meetings is as follows:

- (a) Roll Call
- (b) Proof of Notice of Hearing
- (c) Proof of Quorum
- (d) Reading of Minutes of Preceding Annual Meeting
- (e) Report of Officers
- (f) Report of Committees
- (g) Election of Board of Directors
- (h) Unfinished Business
- (i) New Business
- (j) Approval of Budget
- (k) Adjournment

The order of business at all special meetings is determined by the President.

2.10. **Reserved Rights.** Election of directors, amendment of the Bylaws, borrowing funds, acquiring or conveying any interest in real estate, final approval of the annual budget, and levying of special assessments are reserved to a vote by the members.

SECTION III

BOARD OF DIRECTORS

3.01. **Number and Qualification.** The affairs of the Association are governed by a Board of Directors composed of three (3) Directors. All Directors must be Unit Owners.

3.02. **Election.** Directors are elected by Unit votes at the annual meeting of the Association. Those candidates receiving the greatest number of votes from among the candidates running for the available Board positions shall be elected, notwithstanding the fact that they do not receive a majority of the votes cast. Each Unit has one vote for each vacancy on the Board, and cumulative voting shall not be allowed.

3.03. **Term of Office.** The term of office for each Director is three (3) years. The terms of Directors shall be staggered so that one-third (1/3) are elected each year.

3.04. **Vacancies.** Vacancies on the Board of Directors caused by any reason shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum. Each director so elected serves as a director until a successor is elected at the next annual meeting.

3.05. **Removal of Directors.** Directors may be removed for cause by a majority of the Unit votes at any Annual or Special meeting, notice of which includes notice of the proposed removal.

- 3.06. **Compensation.** No compensation shall be paid to Directors for their services as officers or directors.
- 3.07. **Annual Meetings.** The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Association. No notice is necessary to newly-elected directors in order legally to constitute such meeting, provided that a quorum of the directors is present.
- 3.08. **Regular Meetings.** Regular meetings of the board of Directors shall be held at least quarterly. The time, place and manner of such regular meetings shall be as determined from time to time by resolution of the directors.
- 3.09. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The time, place and manner of such meetings is determined by the President.
- 3.10. **Notice.** Notice of all meetings of the Board of Directors must be given to each director personally, or by mail, at least three (3) days prior to the date of such meeting.
- 3.11. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver is deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board is a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice is required and any business may be transacted at such meeting.
- 3.12. **Unanimous Consent Without Meeting.** Any action required or permitted by these Bylaws or any provision of law to be taken by the Board of Directors at a meeting may be taken without a meeting, if a consent in writing, setting forth the action taken, is signed by all of the directors then in office.
- 3.13. **Quorum.** At all meetings of the Board of Directors, a majority of the directors constitutes a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present is the act of the Board of Directors.
- 3.14. **Open Meetings.** Any Unit Owner may attend any annual, regular or special meeting of the Board of Directors
- 3.15. **Committees.** The Board of Directors may by resolution designate one or more committees, each committee to include one or more directors elected by the Board of Directors, which to the extent provided in said resolution as initially adopted, and thereafter amended, shall have and may exercise, when the Board of Directors is not in session, the powers of the Directors in the management of the business and affairs of the Condominium. The Board of Directors may elect one or more of its members to alternate membership of any such committee and such alternate members may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting.
- 3.16. **Powers and Duties.** The Board of Directors may exercise all powers of the Association not specifically reserved to the members and is responsible for establishing policies for the Association in pursuance of its purposes and supervision of the implementation of these policies. The Board of Directors may retain a Manager.

- (1) **Rules.** The Board of Directors shall adopt Rules for the regulation of the use and enjoyment of the Condominium.
- (2) **Delinquencies.** The Board of Directors may set a delinquency charge, stated in terms of a percentage rate no: to exceed one and one-half percent (1-1/2%) per month, on delinquent payments of regular or special assessments.
- (3) **Insurance.** Hazard insurance maintained by the Association must be maintained with an insurer licensed in Wisconsin and rated Best's Class VI or better, or Class V if it has a general policyholder's rating of A. Policies may not be subject to contribution or assessment, to special corporate action by the carrier to authorize payment of benefits or to limiting clauses other than insurance conditions on payment of benefits. The insurance and bond maintained by the Association must provide at least ten (10) days' notice to the Association and to Unit first mortgagees or their assigns before a policy is substantially modified or cancelled.
- (4) **Leases.** All leases of Units shall be in writing and a copy filed with the Association. Any such lease shall specifically provide that use of the Unit and Common Elements is subject to the Declaration and the Association's Articles of Incorporation, Bylaws and rules. No lease may be for a period of less than thirty (30) days. The Board of Directors may set other standards, not inconsistent with this section, for approval of leases.

SECTION III

INTERIM CONTROL

3A.01. **Scope.** This Section controls operation of the Association during the period prior to the sale of all units by Declarant to Unit Owners. So long as any subsection of this Section is in effect, that subsection supersedes all contrary provisions of these Bylaws.

3A.02. **Declarant Powers.** So long as this subsection is in effect, Declarant has and may exercise all powers reserved by the Bylaws to the members or granted by the Bylaws to the Board of Directors. In addition to all other powers granted, Declarant has and may exercise the following powers:

- (1) To lease Units in lieu of selling Units;
- (2) To make changes to the design and construction of the Units as construction proceeds without approval of the Association or the Board of Directors.
- (3) To proceed with the construction in fifteen (15) phases; each phase consisting of one building.

3A.03. **Board of Directors.** So long as this subsection is in effect, the Board of Directors shall consist of three (3) Directors, two (2) appointed by Declarant and one (1) elected for a term of one year or until the turnover date, whichever is sooner. The elected Director shall be elected by and from among those persons owning Units or having the status of Buyer under an accepted

Offer to Purchase a Unit. Election procedures for the elected member shall be as provided in the Act. Appropriate subsections of Section III apply to the operation of the Board.

3A.04. **Turnover Date.** Control of the Association shall be turned over from Declarant to a Board of Directors elected by the Unit Owners no later than thirty (30) days after conveyance to Unit Owners or 75% of the Common Elements but in no event more than ten (10) years after conveyance of the first Unit. Declarant may advance this date at its discretion.

3A.05. **Assumption of Control.** Within 45 days after the turnover date, the Association shall meet to elect Directors under Section I hereof. Of the Directors then elected, one each shall serve for a term of three (3), two (2) and one (1) year, the terms to be determined by lot.

3A.06. **Exemption.** Until all Units have been sold by Declarant, Declarant is exempt from the restrictions herein and the Rules adopted hereunder. Declarant shall pay maintenance fees or monthly assessments on all completely constructed units.

3A.07. **After Turnover.** Following turnover date, Declarant retains the right to name one voting member to Board of Directors until all Units have been sold by Declarant.

3A.08. **Amendments.** No amendments to these Bylaws may amend this section without the consent of Declarant.

3A.09. **Termination.** Subsections 3A.02-3A.04 are in effect until the turnover date. Subsections 3A.01 and 3A.05-3A.09 are in effect until Declarant has conveyed all Units to Unit Owners. Upon termination of a subsection, it shall be automatically deleted from these Bylaws.

SECTION IV

OFFICERS

4.01. **Designation.** The principal officers of the Association are a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected from the Board of Directors.

4.02. **Election of Officers.** The officers of the Association are elected at the annual meeting of the Board of Directors.

4.03. **Term.** The officers of the Association hold office for the term determined under Section 3A.05 hereinabove, or until their successors are elected and qualified.

4.04. **Removal of Officers.** Any elected officer may be removed, with or without cause, by a majority vote of the Directors at any annual, regular or special meeting of the Board, notice of which includes notice of the proposed removal.

4.05. **Vacancies.** A vacancy in any office shall be filled by the Board of Directors.

4.06. **President.** The President is the principal officer of the Association. He presides at all meetings of the Association and of the Board of Directors, and has all of the powers and duties set forth in these Bylaws or delegated to him by the Board of Directors.

4.07. **Vice President.** The Vice President takes the place of the President and performs his duties whenever the President is 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 to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

4.08. **Secretary.** The Secretary supervises the taking, preparation and preservation of the minutes of all meetings of the Board of Directors or of the Association, causes all notices required by these Bylaws to be given, certifies copies of the organizational and operational documents of the Condominium, as amended from time to time, upon request and executes other certificates on behalf of the Association, tallies votes at Association meetings, and has other powers and duties as may be delegated to him in the Declaration, by these Bylaws or by the Board Of Directors.

4.09. **Treasurer.** The Treasurer supervises the keeping of the financial books and records of the Association, causes appropriate notices relating to Common Expenses of the Condominium to be given, supervises the collection of amounts due the Condominium and their application under the Declaration, Bylaws and policies established by the Board of Directors, and has such other powers and duties as may be delegated to him by these Bylaws or by the Board of Directors.

SECTION V

ASSESSMENTS

5.01. **Common Expenses.** All expenditures for the operation, maintenance, repair and restoration of the Common elements and for the operation of the Association are Common Expenses to be shared proportionately by the Unit Owners as set forth in the Declaration.

5.02. **Regular Assessments.** Regular assessments are those based upon the annual budget of the Condominium adopted by the Board of Directors and approved by the members.

- (1) **Budget.** The budget for the forthcoming year shall be adopted by the Board of Directors and distributed with the notice of the annual meeting of members. The members may approve or disapprove the budget in whole, but may not amend it. If disapproved, the budget shall be returned to the Board of Directors for further consideration and a special meeting of the members called to approve it before the beginning of the fiscal year.
- (2) **Assessments.** Once the budget is adopted, the Treasurer shall allocate to the Units their proportionate share and give notice of the amount due from each Unit which shall be expressed both as an annual amount and in twelve (12) equal monthly installments. The monthly installments are delinquent if not paid before the fifth (5th) day of each month.

5.02. **Special Assessments.** If unbudgeted expenses for which no reserve has been created are incurred, the members shall hold a special meeting to levy a special assessment to pay these expenses. The special assessment may be in such amount, due and payable at such time and on such terms as the members determine. No unbudgeted expenditures resulting in an assessment of more than \$150.00 per Unit may be made except with the prior approval of at least seventy-five percent (75%) of the voters at the meeting.

5.04. **Collection.** The Association has all powers given by law, the Declaration or these Bylaws to effect collection of the assessments hereunder. Any first mortgagee who obtains title to a Unit pursuant to the remedies in its Mortgage or through foreclosure of its Mortgage will not be liable for more than six (6) months of such Unit's unpaid Regular Assessments or Common Expenses accrued before the acquisition of the title to the Unit by the mortgagee.

5.05. **Maintenance of Common Elements.** Except as otherwise provided herein, management, repair, alteration and improvements of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay such Owner's proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses." Such proportionate share shall be in the same ratio as his fractional ownership in the Common Elements. Payment thereof shall be in such amount and at such time 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, and these Bylaws.

5.06. **By the Board.** The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the building, excluding, however, interior wall, ceiling and floor surfaces but including all decks and patios. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provision of the Declaration or Bylaws.

5.07. **By the Owner.** Except as otherwise provided in Section 5.06 above, each Unit Owner shall furnish, at such Owner's own expense, and be responsible for the following:

- (1) All of the maintenance, repairs and replacements within his own Unit, and all of the doors and windows (inside and outside surfaces) appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, fireplace, chimney and liner, garage door opener and controls, appliances, and heating, plumbing and air conditioning fixtures, or installations, and any portion of any other utility service facilities located within the Unit boundaries, however, such maintenance, repairs and replacements as may be required for the bringing of water, gas and sewer service or electricity to the Unit, shall be furnished by the Board as part of the Common Expenses. Each owner shall be responsible for cleaning the interior and exterior surfaces of their windows. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by personnel as a Common Expense.
- (2) All of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall

be cleaned or washed at the expense of each respective Unit Owner. Decorating the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of the Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in the Declaration and Bylaws shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance. All other exterior maintenance by the Board or the Unit Owners shall be as hereinbefore provided.

5.08. **Utilities.** Each Unit Owner shall pay for such Owner's own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses. The water sprinklers for the lawn shall be separately metered to the Association and shall be treated as part of the Common Expenses.

5.09. **Insurance.**

- (1) Each Unit Owner shall be responsible for carrying condominium homeowners insurance covering such Owner's Unit contents, including without limitation all furnishings; wall, ceiling and floor coverings; decorations; cabinets; fixtures (except electrical wires and conduits, plumbing pipes, and air conditioning components contained within the walls, floors or ceiling); window treatments; appliances; furniture; and all other personal property contained in the Unit from time to time
- (2) The Association shall be responsible for carrying insurance on the building's superstructure, including the unfinished surfaces on floors, ceilings and walls and those items excepted in subparagraph (1) hereinabove.

5.10. **Negligence of Owner.** If, due to the negligent act or omission of a Unit Owner, or of a member of such Owner's family or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for the damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and Bylaws of the Board.

5.11. **Joint Facilities.** To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the board may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

SECTION VI

ACCOUNTS; FINANCES

6.01. **Accounts.** The Association shall maintain such books and records and establish such financial accounts as required by law and as may be necessary to reflect accurately the condition and action of the Association. Such books and records are open to inspection by all Unit Owners and Unit first mortgagees.

6.02. **Audit.** The Board of Directors may establish an audit committee, containing at least one Unit Owner who is not a Director, to audit the accounts of the Association. A majority of Unit first mortgagees may have an audited statement of the Association's fiscal dealings for any fiscal year prepared at their expense.

SECTION VII

LIABILITY OF OFFICERS

7.01. **Exculpation.** No Director or Officer of the Association, in such person's capacity as Director or Officer rather than as a Unit Owner, is liable for acts or defaults of any other Director, Officer or Unit Owner or for any loss sustained by the Association or any member thereof, unless the same has resulted from such person's own willful misconduct. Nothing contained in this Section exempts such Director or Officer from the liabilities and obligations of Unit Owners as provided by these Bylaws.

7.02. **Indemnification.** Every Director and Officer of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actual and necessarily incurred by or imposed upon him or her in connection with the claim, action, suit proceeding, investigation or inquiry of whatever nature in which such person may be involved as a party or otherwise by reason of such person having been a Director or Officer of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which such person shall be finally adjudged in such action, suit or proceeding, investigation or inquiry to be liable for willful misconduct toward the Association in the performance of such persons duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification is in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and inures to the benefit of the legal representatives of such person. The Association may insure its obligations under this subsection.

SECTION VIII

FISCAL YEAR

8.01. **Fiscal Year.** The fiscal year of the Association begins on the first day of January in each year and ends on the last day of December of the same year.

SECTION IX

AMENDMENT

9.01. **Amendment.** Except as otherwise provided herein, these Bylaws may be amended from time to time by affirmative vote of two-thirds (2/3) of the Unit votes at a meeting duly called for the purpose. Any portion of these Bylaws that merely reflect or give priority to the Declaration may not be amended unless the Declaration is similarly amended.

SECTION X

INTERPRETATION

10.01. **Interpretation.** In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

10.02 **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 Bylaws, or the intent of any provision thereof.

10.03 **Gender; Number.** The use of the masculine gender in these Bylaws 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.

THIS DOCUMENT DRAFTED BY:
James W. McNeilly, Jr., Attorney
BOSSHARD & ASSOCIATES
P. O. Box 966
La Crosse, WI 54602-0966

Word MD Real Estate C. C. Partners\Lakota Village Condo Restrictions & Bylaws 100699 jlk

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EXHIBIT D	CONDOMINIUM RULES AND REGULATIONS	EX-7 & 8

EXHIBIT 'A'

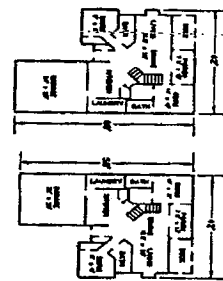
**ESTIMATED ASSOCIATION ANNUAL BUDGET
FOR LAKOTA VILLAGE CONDOMINIUMS**

**ALL PHASES – 41 UNITS
(FIRST YEAR ONLY)**

	<u>ANNUAL</u>	<u>PER MONTH</u>
1. BUILDING MAINTENANCE	\$ 1,200.00	\$ 100.00
2. OFFICE SUPPLIES	460.00	38.33
3. INSURANCE	3,000.00	250.00
4. SNOW REMOVAL	3,900.00	325.00
5. LAWN CARE & WATER	14,000.00	1,166.67
6. BLACKTOP CARE	800.00	66.67
7. ROOFS	2,500.00	208.33
8. BOOKKEEPING	200.00	16.67
9. RESERVES	1,000.00	83.33
TOTAL	\$27,060.00	\$2,255.00

\$2,255/41 UNITS = \$55.00 PER UNIT PER MONTH

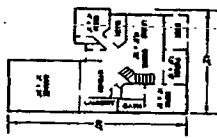
This proposed annual operating budget is based on Fall of 1999 market conditions. It should be understood that this estimated budget must be reviewed and updated annually by the Association and its members.



UNIT 16, 10, 12, 24

UNIT 17, 11, 13, 25

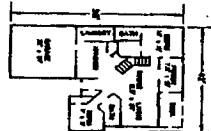
SCALE:
1" = 30'



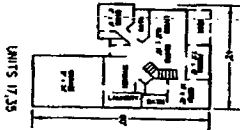
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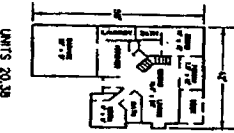
UNIT 21, 17, 25



UNIT 22, 18, 26



UNIT 23, 19, 27



UNIT 24, 20, 28

Lakota Village Condominium Plat

PHASE I AND II
LA CROSSE COUNTY, WISCONSIN

PREPARED FOR: C.C. OF LA CROSSE
505 KING STREET
LA CROSSE, WI

BY: LA CROSSE ENGINEERING & SURVEYING CO., INC.
1206 SOUTH 3RD STREET
LA CROSSE, WI

PHASE I

COMMENCING AT THE SOUTHEAST CORNER OF LOT 11, BLOCK 2, SHERWOOD
MAJOR ADDITION TO THE CITY OF LA CROSSE; THENCE N1°02'00"E ALONG THE
EAST LINE OF SAID BLOCK 2, A DISTANCE OF 155.35 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUING N1°02'00"E ALONG SAID EAST LINE 126.87 FEET;
THENCE S88°58'00"E 104.00 FEET TO THE WESTERN LINE OF LAKOTA PLACE;
THENCE ALONG SAID WESTERN LINE S1°02'00"W 36.79 FEET TO THE P.C. OF A
85 FOOT RADIUS CURVE; THENCE ALONG THE ARC OF SAID CURVE CONCAVE
NORTHEAST, THE CHORD OF WHICH BEARS S1°47'03"E AND MEASURES 37.71
FEET; THENCE S85°44'01"W 124.29 FEET TO THE POINT OF BEGINNING.

CONTAINS 10,734 SQ. FT.

PHASE II

COMMENCING AT THE SOUTHEAST CORNER OF LOT 11, BLOCK 2, SHERWOOD
MAJOR ADDITION TO THE CITY OF LA CROSSE; THENCE N1°02'00"E ALONG THE
EAST LINE OF SAID BLOCK 2, A DISTANCE OF 262.02 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUING N1°02'00"E ALONG SAID EAST LINE 98.83 FEET;
THENCE S88°58'00"E 104.00 FEET TO THE WESTERN LINE OF LAKOTA PLACE;
THENCE ALONG SAID WESTERN LINE S1°02'00"W 99.83 FEET; THENCE
N88°58'00"W 104.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 10,278 SQ. FT.

CURVE DATA:

CHORD BEARING S1°47'03"E
RADIUS = 85'
L = 38.03'
LC = 37.71'
Δ = 25°38'07"

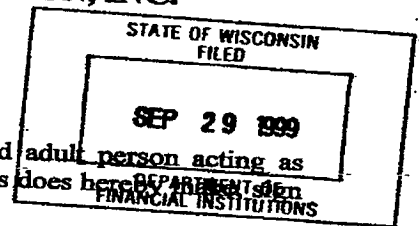


SHEET 2 OF 2

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LAKOTA VILLAGE HOMEOWNERS ASSOCIATION, INC.

Articles of Incorporation

KNOWN BY ALL MEN BY THESE PRESENTS, that the undersigned adult person acting as incorporation of a corporation under Chapter 181 of the Wisconsin Statutes does hereby agree to the following Articles of Incorporation:

FIRST

Name. The name of the corporation shall be Lakota Village Homeowners Association, Inc.

SECOND

Purpose. The corporation is formed to provide for the maintenance, preservation and control of the common areas within the real estate covered or to be covered, located in the City of La Crosse, La Crosse County, Wisconsin ("Property") in the "Declaration of Condominium Ownership And of Easements, Restrictions and Covenants for Lakota Village Condominiums ("Declaration"), which Declaration shall be recorded in the Office of the Register of Deeds for La Crosse County, Wisconsin, and to promote the welfare of the owners of said property, all pursuant to the terms as set forth from time to time in the Bylaws of the corporation. The corporation may also engage in any lawful activity within purposes for which corporations may be organized under Chapter 181 of the Wisconsin Statutes.

THIRD

Membership. Every person or entity who is a record owner of a fee interest, or an equitable owner as a land contract purchaser of any property now or hereafter covered by said Declaration, who qualifies in accordance with the Bylaws of the corporation, shall be a member of the corporation, excluding persons or entities who hold an interest in said property merely as security.

FOURTH

Distribution of Net Earnings. No part of the net earnings of the corporation shall incur to the benefit of or be distributable to any member, officer or director, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered, to make payments and distributions in furtherance of its purposes, and to rebate excess assessments.

FIFTH

Principal Office and Registered Agent. The mailing address of the principal office of the corporation is Suite 107, 505 King Street, La Crosse, WI 54601 and the initial registered agent at said address is Sheri L. Klein.

SIXTH

Board of Directors. The initial Board of Directors of the corporation shall be composed of three persons. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Donald P. Zietlow
King on Fifth, S-242
La Crosse, WI 54602-1625

James W. McNeilly, Jr.
BOSSHARD & ASSOCIATES
King on Fifth, Suite 334
La Crosse, WI 54602-0966

Sheri L. Klein
NORTHWEST REALTY
King on Fifth, S-107
La Crosse, WI 54601

EX-5

WI - DFI CORP
FILE ID# ➔

L032289

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

1999 SEP 28 AM 9:00

SEVENTH Incorporator. The name and address of the incorporator is:

James W. McNeilly, Jr.
BOSSHARD & ASSOCIATES
King on Fifth, Suite 334
La Crosse, WI 54602-0966

EIGHTH Duration. The corporation shall exist perpetually.

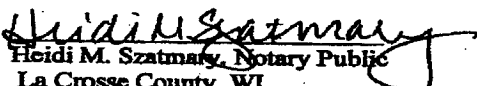
NINTH Amendment. These Articles may be amended in the manner authorized by law at the time of amendment.

IN WITNESS WHEREOF, the incorporator has hereunto set his hand and seal this 24th day of SEPTEMBER, 1999.


James W. McNeilly, Jr.

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

Personally came before me this 24th day of September, 1999 the above-named James W. McNeilly, Jr. to me known to be the person who executed the foregoing instrument and acknowledged the same.


Heidi M. Szatmary, Notary Public
La Crosse County, WI
My Commission is Permanent

THIS DOCUMENT DRAFTED BY
James W. McNeilly Jr.
BOSSHARD & ASSOCIATES
P O Box 966
La Crosse, WI 54602-0966

Real Estate/C.C. of La Crosse/Lakota Village Incorporation articles/jlk

EXHIBIT "D"**RULES AND REGULATIONS
OF
LAKOTA VILLAGE CONDOMINIUMS**

1. Common sidewalks, driveways and entrances shall not be obstructed or used for any other purpose than ingress to and egress from the Units.
2. No article shall be placed on or in any of the general Common Elements except for those articles of personal property which are the common property of all the Unit Owners. An Owner may make ornamental planting not exceeding three (3) feet in height immediately outside his Unit without the Board's approval.
3. Owners, members of their families, their guests, residents, tenants or lessees shall not use the sidewalks, driveways or entrances as recreation areas.
4. No vehicle belonging to or under the control of any Owner, occupant, or guest or lessee shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the property. Vehicles shall be parked within a unit's garage or driveway. Cars improperly parked in the Common Elements will be summarily removed at the Owners expense.

Each Unit Owner shall be entitled to keep no more than two (2) automobiles on the Condominium grounds. The term automatically be defined to include trucks no larger than three-quarter ton and motorcycles, but shall not include any non-motorized vehicles. Only automobiles in working condition shall be permitted on the Condominium grounds. Larger vehicles, recreational vehicles, boats, trailers, etc., may not be kept on the Condominium grounds except in the Owner's garage. Such vehicles may not be stored or parked outside.
5. No work of any kind shall be done upon the exterior building walls or upon the general Common Elements by any Unit Owner. Such work is the responsibility of the Association. No changes can be made in the limited Common Elements except with prior written approval of the Board of Directors.
6. No Owner or Occupant shall install wiring for electrical or telephone installation or for any other purpose nor shall any television or radio antennae, transmitting or receiving machines, or air conditioning units be installed on the exterior of the project or be installed in such a manner that they protrude through the walls or the roof of the improvements or are otherwise visible from the ground except as may be expressly authorized by the Association in writing.
7. Use of any facilities of the property will be made in such manner as to respect the rights and privileges of other Owners and Occupants.
8. No cats, dogs, rabbits, birds, reptiles, livestock, fowl or poultry (hereinafter referred to as

EXHIBIT "D"

EXHIBIT "D"

animals) shall be raised, bred or kept in any Unit or in the Common Elements, except as follows:

- a) Owners and Occupants of Units may have a total of two (2) pets, to be kept indoors. Said pets may be dogs, domestic cats or birds.
 - b) All animals shall be supervised and leashed at all times and shall not be walked off of the property. Dogs and cats shall not be tied up outside. The Owner shall immediately clean up and dispose of all wastes.
 - c) If any animal allowed on the premises with such prior approval causes or creates a nuisance or unreasonable disturbance, the Owner or other person having control of the animal shall be given written notice by the Board of managing agent to correct the problem, and if not corrected, the Owner, upon three days' written notice, shall permanently remove the animal from the property.
9. Any damage to the general Common Elements or common personal property caused by an Owner or an Owner's guest or family members shall be repaired at the expense of that Owner. A \$10.00 charge will be made for all checks returned by the bank for any reason.
10. It is prohibited to hang garments, rugs or other items from the windows, roof or any of the facades of the building. No outside clothes lines are allowed.
11. There shall be no outside storage of firewood, tires or other personal property, except barbecue supplies and patio furniture which may be kept in the limited common areas.
12. Each Unit Owner shall observe and perform these rules and ensure that such Owner's family members, invitees and tenants observe and perform these rules. In the event expenses are incurred due to violations of rules by invitees, the Owner shall be responsible for payment of the same.
13. No yard signs, window signs or other advertising on the premises that a Unit is for sale or for rent shall be allowed so long as Declarant has any unsold or unoccupied Units.
14. In order to preserve and protect the privacy, relaxation and tranquility of the property, and minimize activities which may generate excessive noise or otherwise disturb the peace and enjoyment of the residents:
- a) There shall not be installed or allowed any outdoor playground-type equipment, such as slides, swing sets jungle gyms, sand boxes or the like.
 - b) All recreational equipment and toys shall be kept in the Owner's Unit, except when being taken on or off the property.
15. The foregoing regulations are subject to amendment and to the promulgation of further regulations.

DRAFTED BY: Attorney James W. McNeilly, Jr.
BOSSHARD & ASSOCIATES

Word MD Real Estate C. C. Partners\Lakota Village Condo Restrictions & Bylaws
jlk 100699



Order ID: 15544649

Transaction Time: 1/13/2026 1:00:59 PM

Customer Name: KATHRYN KESLER

Phone Number: (608) 782-9680

Email:

Transaction ID: 74bbfc52c7b03158bac9c02e7c871a45

Payment Status: Authorized

Payment Amount: \$46.00

Convenience Fee: \$1.15

Total Amount Charged: \$47.15