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LACROSSE COUNTY, WI  
REGISTER OF DEEDS  
DEBORAH J. FLOCK

RECORDED ON 08-05-2002  
AT 3:20 PM

REC. FEE: 83.00  
TRANSFER FEE:

PAGES: 37

VOL. 1637 PAGE 334

**DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS AND COVENANTS FOR**

**PAMMEL CREEK CONDOMINIUM**

DISCLOSURE MATERIALS

Pammel Creek Condominium, a Condominium

La Crosse, Wisconsin

Declarant: Steven M. Nicolai  
4329 Mormon Coulee Road  
La Crosse, Wisconsin 54601

Declarant's Agent: Steven M. Nicolai  
4329 Mormon Coulee Road  
La Crosse, Wisconsin 54601

Exclusive Sales Agent: Steven M. Nicolai

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 ADVISE.
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 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 REFUND OF ANY DEPOSITS MADE.

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

1. Declaration. The Declaration establishes and describes the condominium, the units and common areas. The Declaration page begins on page.....D-1
2. By-Laws. The by-laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The by-laws begin on page.....B-1
3. Annual Operating Budget. The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget is attached to the By-Laws as Exhibit D.
4. Floor Plans and Map. The Declarant has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common area which are part of the condominium. The map is attached to the Declaration as Exhibit A; the floor plan is attached to the Declaration as Exhibit B.

DECLARATION

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DECLARATION OF CONDOMINIUM  
PAMMEL CREEK CONDOMINIUM, a Condominium

INTRODUCTION

THIS DECLARATION is made and entered into by Steven M. Nicolai, 4329 Mormon Coulee Road, La Crosse, Wisconsin, 54601, hereinafter referred to as Developer or Declarant:

WITNESSETH, THAT:

WHEREAS, the Developer is the owner in fee simple of certain real estate, hereinafter described, located in the City of La Crosse, County of La Crosse, Wisconsin; and

WHEREAS, the Developer 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 or to be hereafter constructed, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes, as amended from time to time (hereinafter referred to as the "Act"); and

WHEREAS, the Developer 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 said real estate or any part thereof (which shall be known as Juniper Estates Condominium) 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 Developer 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 in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership, and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the

property;

NOW, THEREFORE, the Developer as the holder of title of said real estate hereinafter described, and for the purposes hereinabove set forth, DECLARES AS FOLLOWS:

## ARTICLE I

### DESCRIPTION

1.01        Legal Description: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin, is legally described as follows: See Legal Description in Exhibit C, attached hereto and incorporated by reference.

1.02        Address: The address of the condominium shall be 5000-02-04-06-08-10-12-14-16-18-20 South 33rd Street, La Crosse, Wisconsin 54601.

1.03        Construction of Condominium: Condominium shall consist of two (2) building containing eleven (11) units. The building has one (1) level of living space with one (1) unit of one (1) level each. The building is constructed principally of poured concrete foundations and footings, wood frame and drywall interior partitions. The roofs are asphalt shingle. The building is served by municipal water and sewer, gas and electric utilities, all of which are separately metered to the units.

1.04        Unit Plans: The (11) Units in the building are identified and designed on the floor plans as follows:

Units 1,2,3,4,5,6 - 2 bedroom units of approximately 1,500 square feet

Units 7,8,9,10,11 - 2 bedroom units of approximately 1,500 square feet

1.05        Ownership of Common Elements: Subject to any Declarant's rights to expand the condominium, Unit Owners will each own a percentage interest in the common elements (hereinafter described) and will be responsible for a corresponding percentage share of the Common Expenses (also hereinafter described), as follows:

<u>Unit Type</u>	<u>Percentage</u>
1	9.09%
2	9.09%
3	9.09%
4	9.09%
5	9.09%
6	9.09%
7	9.09%
8	9.09%
9	9.09%
10	9.09%
11	9.09%

## 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 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 By-Laws and Declaration.

2.07            Building: A structure containing two 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 Pammel Creek Condominium, 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 building is 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;
- (c)    The grounds, basements, yards, gardens, parking areas, storage spaces, play areas, parks and recreational facilities; except individual Unit basements;
- (d)    The premises for the storage of property utilized in the maintenance of the property and for the storage of property owned by the Unit owners;
- (e)    Installations of such of the following services as may be installed: power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;
- (f)    The tanks, pumps, motors, fans, compressors, ducts, wiring, and in general all apparatus and installation existing for common use, or located beyond the interior surfaces of the wall, ceilings and floors of the Units;
- (g)    Such community and commercial facilities as may be provided; and
- (h)    All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.09            Common Expense:

- (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 By-Laws.

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 Limited Common Areas and Facilities: There are no common areas or facilities designated in the Declaration as reserved for use of a certain unit or units to the exclusion of the other units in the condominium.

2.12 Majority or Majority of Unit Owners: The unit owners with more than 50% of the votes in accordance with the votes assigned in the declaration to the units for voting purposes.

2.13 Person: Individual, corporation, partnership association, trustee, other legal entity, or combination thereof.

2.14 Occupant: Person or persons, other than a Unit Owner in possession.

2.15 Plat: The Plat of Survey of the Property, Buildings, Designated Unit Areas and of all Units in the Property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit "A" 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.

2.16 Streets and Roads: The surfaced portions of the property set aside for use for travel by foot, animal or vehicle to and from the buildings to the public street or highways.

### 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 1.10 hereof to the provisions of the Act.

3.02 Units: Descriptions: 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 or 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 his 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 his Unit and serving more than his 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 use the Common elements for all purposes incident 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 this Unit. Subject to the provisions of Article VII, the fractional ownership may be changed according to the provisions of the Act. The undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered 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 his Unit without including therein both his or her interest in the Unit and his or her corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance or 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 purposes of ingress and egress to and use, occupancy, and enjoyment of the 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 guest 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 By-Laws and rules and regulations of the Board of Directors (hereinafter described and for convenience hereinafter 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, any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided however, that in no event shall a valid easement for any encroachment be created in favor of the Owner or any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) Easements for Utilities: The utilities presently servicing the condominium units, 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, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the property with utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The Developer, prior to the creation of the Board, and the 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 Developer, 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 Pammel Creek Condominium, 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, any Unit Owner, purchaser, mortgagee and other person having any interest in the Property, or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

(d) Easements for Police and Fire Protection: A perpetual easement is hereby granted for the free and uninterrupted access onto 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 Mortgagees of Units: Each owner shall have the right to mortgage or encumber his own respective unit, together with his 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 an part thereof, except his own unit, and his own respective ownership interest in the Common Elements as aforesaid.

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 his unit and his 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 his proportionate share thereof in accordance with his respective fractional ownership interest in the Common Elements.

- 5.06 Use Of Units: Each unit shall be used for residential purposes only; leasing units to a third party will not be allowed 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 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 such a manner and upon such conditions as shall be determined by the Board in writing.

CHANGED  
5/04  
MEETING

## 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 Owner's, Board or to the property shall be served upon Steven M. Nicolai, 4531 Mormon Coulee Road, La Crosse, Wisconsin, 54601. The Unit Owners shall designate such successors as may be required to the aforementioned party at annual meeting or a special meeting called in accordance with the provisions of section 2.04 of the By-Laws. 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 By-Laws.

## ARTICLE VII

### GENERAL PROVISIONS

- 7.01 Votes: As further provided in the By-Laws, the total number of votes which may be cast at meetings of the Association of Unit Owners shall be Eleven (11). The Owner(s) of each unit shall be entitled to one (1) vote, which shall be appurtenant to each unit.
- 7.02 Damage or Destruction:

(a) Sufficient Insurance: In the event the improvements forming a part of the property, or in 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 underrated and the insurance proceeds shall be applied by the Board or the payees of such insurance proceeds in payment therefor; provided, however, that in the event, within sixty (60) days after said damage or destruction shall occur, the Unit Owners elect either to sell the property or to withdraw the property from the provisions of the Declaration and from the provisions of the Act, as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event of damage or destruction of any single building or buildings aggregating less than fifty (50%) percent of the total buildings, said building or buildings shall be promptly repaired or restored.

(b) Insufficient Insurance: 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 damages or destruction shall occur, then the provisions of the Act in such event shall apply.

(c) Any owner may, at said Owner's option, carry additional insurance on his unit including coverage for any substantial improvements made therein.

7.03. 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.

7.04. Display Of Model units by Declarant: During the period of construction on the property by the Declarant, the Declarant and its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said property as may be required in connection with said construction. During the period in which sales of Unit by the Declarant or its beneficiaries are in process, but in no event for any period extending beyond 18 months from the registration or filing of this Declaration, the Declarant or its beneficiaries may occupy or grant permission to any person or entity to occupy,

with or without rental, as determined by the Declarant or said beneficiaries, one or more Units for business or promotional purposes, including clerical activities, sales offices, model units for display and the like; provided, that the activities in the units so occupied do not interfere with the quiet enjoyment of any other Owner or Occupant.

7.05. Covenants to Run with Land: Each grantee of the Developer 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 like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

7.06. 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 if violations or breached which may occur at any time lapse.

7.07. 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 any reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the Declarant's capacity as developer, contractor, Owner, manager or seller of the property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through 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 Ex Contractu or Ex Delicto. without the 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, or the Association, and their 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.)

7.08. Amendments to Declaration: The provisions of this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such



change, modification or rescission, signed and acknowledged by the Board, of 75% of the Owners and mortgagees having bona fide liens of record against units, except Section 7.07, which may never be changed without the written consent of the Declarant. Such change, modification or rescission shall be effective upon recording of such instrument in the office of the Register of Deeds of La Crosse County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the Provisions of the Act.

7.09. 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.

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

7.11. Interpretation of Declarations: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating uniform plan for the development and operation of a first class condominium. in the event of any controversy arising under this Declaration, the same shall be submitted to arbitration under the law of the State of Wisconsin, as a prerequisite to the commencement of any legal proceeding. Such arbitration shall be before one disinterested arbitrators, if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting matter at issue, and on by the two thus chosen. The arbitrator or arbitrators shall determine, the controversy in accordance with the laws of State of Wisconsin as applied to the facts found by him or them. The expense of arbitration proceedings conducted hereunder shall be born equally by the parties. All Arbitration proceedings hereunder shall be conducted in the City Of la Crosse, La Crosse County, Wisconsin.

7.12. Failure to Comply: Any Unit Owner failing to comply with the Act, this Declaration or the By-Laws may be sued for damages or injunctive relief or both by the Association or by any unit Owner.

IN WITNESS WHEREOF, this document has been executed this 5<sup>th</sup> day of

August, 2002.

Steven M. Nicolai

Signature of Steven M. Nicolai



authenticated this 5<sup>th</sup> day of August, 2002.

Richard S. Fregin  
Member of State Bar of Wisconsin  
Bar No. 01022904

Subscribed and sworn to before me  
this 5<sup>th</sup> day of Aug., 2002.

P. J. Schmidt

Notary Public, State of Wisconsin

My Commission: April 6, 2003

THIS DOCUMENT WAS DRAFTED BY:

Richard S. Fregin, Attorney  
103 5th Avenue South  
La Crosse, WI. 54601



# *BUILDING 1*

UNITS 1, 3 & 5

UNITS 2, 4 & 6

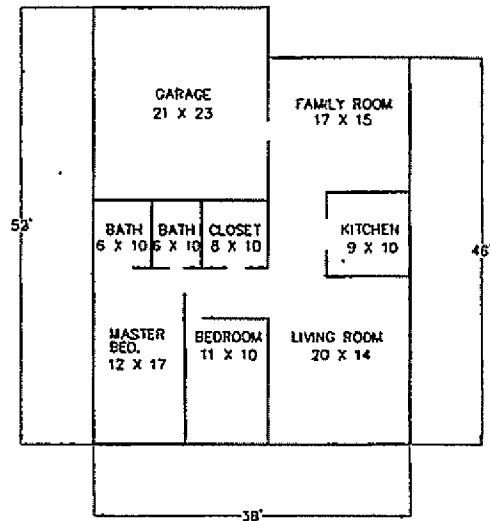
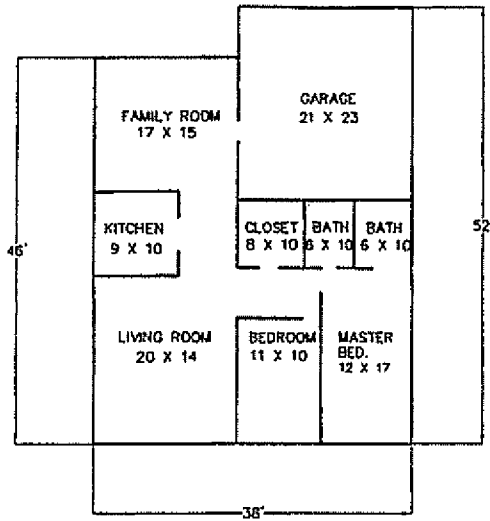
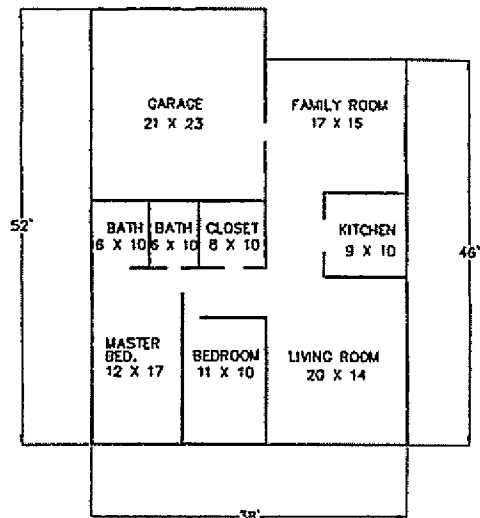
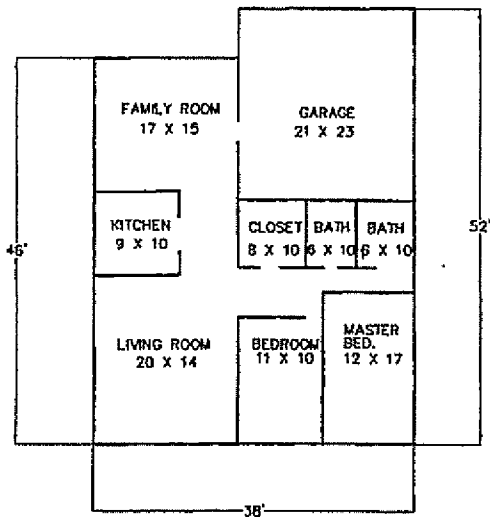


EXHIBIT B

# *BUILDING 2*

UNITS 7, 9 & 11

UNITS 8 & 10



LEGAL DESCRIPTION

PAMMEL CREEK CONDOMINIUM

LOT 1 AND LOT 2 OF CSM V. 10, PAGE 75, AS DOC. NO. 1314267,  
BEING LOT 1 AND PART OF OUTLOT 2, OF JUNIPER ESTATES  
FIRST ADDITION, BEING PART OF THE NW-SW AND THE  
NE-SW OF SECTION 22, T15N, R7W, CITY OF LA CROSSE,  
LA CROSSE COUNTY, WISCONSIN

## PAMMEL CREEK CONDOMINIUM

By-Laws

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## PAMMEL CREEK CONDOMINIUM

These By-Laws incorporate by reference the Declaration of Condominium and Condominium Plat, the Articles of Incorporation of Pammel Creek Condominium, Inc. and the Wisconsin Condominium Ownership Act, Chapters 703, Wisconsin Statutes. The By-laws are intended to provide the structure necessary for the operation and maintenance of the common elements of the Condominium for the benefit of Unit Owners and all 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 Pammel Creek Condominium, 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 address of the Association and its principal office is 4329 Mormon Coulee Road, La Crosse, Wisconsin, 54601.

## 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 transfer 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 security holder requests or the law, the Declaration, or any other document related to the mortgage or other security instrument requires. Unit Owners are responsible for providing the information necessary to keep their roster current.

2.02. Annual Meetings: The annual meeting of the Association shall be held on the 1st day of May of each year at 7:00 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 9.09% interest in the Common Elements. Special meetings held on written request as provided herein shall be conducted within 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 of 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 of the 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 by delivery of a copy to the member personally or by mailing the notice to the member at his 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 By-Laws from the date of receipt of the request until such request is withdrawn or the security interest is discharged of record, including notice if proposed amendments to the Declaration, or the Association's Articles or By-Laws.

(5) **Waiver of Notice:** The presence of any member in any person or by proxy, shall be deemed a waiver of notice as to such member unless a 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 individual 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 person's who have an ownership interest in the Unit and if only one such person is present it is presumed that person has the right to cast the unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast no vote may be accepted from that unit.

(1) **Proxies.** A member give another person authority to represent him and vote on his 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 his 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 may be suspended by vote of the Association's Board of Directors in accordance with the Declaration 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 By-Laws or any other provision of the 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 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 and 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 By-Laws, borrowing funds, acquiring or conveying any interest in real estate, final approval of the annual budget, and levying of special assessments are reserved to vote by the members.

### SECTION III

#### BOARD OF DIRECTORS

3.01 Number and Qualifications: 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 candidates running 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 approximately 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 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 each 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 at 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 By-Laws or any provision of the law to be taken by the Board of Directors at any 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 the 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. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

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 the 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 by a manager. The Board of Directors may retain the 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 not to exceed one (1%) 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 canceled.

(4)    Leases. All leases of units shall be in writing and a copy filed with the Association. Any lease shall be specifically provide that use of the Unit and Common Elements is subject to the Declaration and the Association's Articles of Incorporation,

By-Laws and rules. No lease may be for a period of less than 30 days. The Board of Directors may set other standards, not consistent with this section, for approval of leases.

### SECTION IIIA

#### INTERIM CONTROL

3A.01.           Scope: This section controls the 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 By-Laws.

3A.02.           Declarant Powers: So long as this subsection is in effect Declarant has and may exercise all powers reserved by the By-Laws to the members or granted by the By-Laws to the Board of Directors.

3A.03.           Board of Directors: So long as this subsection is in effect of 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. 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 may be established by the Declarant. 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 120 days after conveyance to Unit Owners of three (3) Units, but in no event more than five years after the conveyance of the first Unit. Declarant may advance this date at his discretion.

3A.05.           Assumption of Control: Within 45 days after the turnover date the Association shall meet to elect Directors under section III hereof. Of the directors then elected, one each shall serve for a term of three (3), two (2), and one (1) years, 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.

3A.07.           After Turnover: Following turnover date of Declarant retains the right to name one voting member to the Board of Directors until all units have been sold by Declarant. During this period the Board of Directors shall consist of four (4) rather than three (3) members.

3A.08.            Amendments: no amendments to these By-Laws may amend this Section without the consent of Declarant.

3A.09.            Termination: Subsections 3A.02-3A.04 are in effect until 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 By-Laws.

## SECTION IV

### OFFICERS

4.01.            Designation: The principal officers of the Association are a President, a Vice- President, a Secrete, and a Treasurer, all whom shall be elected from the Board of Directors, and an Assistant Secretary/Treasurer who is an employee of the Manager.

4.02.            Election of Officers: The officers of the Association, except the Assistant Secretary/Treasurer who is appointed by the Manager, are elected at the annual meeting of the Board of Directors.

4.03.            Term: The officers of the Association hold office for a term of one year 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 principal 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 the meetings of the Association and of the Board of Directors, and has all the powers and duties set forth in these By-Laws 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 minutes of all meetings of the Board of Directors or of the Association, causes all notices required by these By-Laws 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 By-laws, 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 the amounts due the condominium and their application under the Declaration, By-Laws and policies established by the Board of Directors.

4.10. Assistant Secretary/Treasurer: The assistant Secretary/Treasurer perform all operational functions of the offices of Secretary and Treasurer under the supervision of such officers, serves as teller to count votes at Association meetings, and has such other powers and duties as may be delegated to 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 Common Expenses to be shares 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 prepared by the manager, 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 manager shall allocate to the Units their proportionate share and given notice of the amount due from each Unit which shall be expressed both as an annual amount and in twelve (12) equal monthly

installments. These special assessment may be in such amount, due and payable at such time and on such terms as the members determine.

5.03. 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 those expenses. These special assessment may be in such amount, due and payable at such time and on such terms as the members determine.

5.04. Collection: The Association has all the powers given by law, the Declaration, or those By-Laws to effect collection of the assessments hereunder.

5.05. Working Capital Fund: Within sixty (60) days after the conveyance to a Unit Owner not affiliated with Declarant of the first Unit conveyed in each phase of the Condominium, Declarant shall pay into a segregated account for the use and benefit of the Association an equal amount to two months regular assessments against all Units in that phase. Declarant shall be authorized to recoup such amounts from Unit purchasers at closing.

## 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 accurately reflect the condition and actions of the Association. Such books and records are open to inspection by all Unit Owners and Unit first mortgages.

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 his capacity as a Director of office 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 his own willful misconduct or negligence. Nothing contained in this section exempts such director or officer from the liabilities and obligations of Unit Owners as provided in these By-Laws.

7.02. Indemnification: Every Director of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed in connection with the claim, action, suit proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reasons of having been a director or officer of the Association the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which shall be finally adjudged in such action, suit or proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the opinion of legal counsel selected by the Association. The foregoing right of 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 By-Laws 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 that purpose. Any portion of these By-Laws 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 By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be give effect.

**SECOND AMENDMENTS TO DECLARATION OF  
CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR PAMMEL CREEK CONDOMINIUMS**

Mary Ann Dills  
5000 So. 33<sup>rd</sup> Ct. Unit 1

Date

Henrietta Misch  
Henrietta Misch  
5002 So. 33<sup>rd</sup> Ct. Unit 2

5-31-05  
Date

Delores Ecklund  
Delores Ecklund  
5004 So. 33<sup>rd</sup> Ct. Unit 3

5-31-05  
Date

Kenneth & Joyce Brigson  
Kenneth & Joyce Brigson  
5006 So. 33<sup>rd</sup> Ct. Unit 4

5-31-05  
Date

Eldora Hohlfield  
Eldora Hohlfield  
5008 So. 33<sup>rd</sup> Ct. Unit 5

5-31-2005  
Date

John & Pat Payne  
John & Pat Payne  
5010 So. 33<sup>rd</sup> Ct. Unit 6

5-31-2005  
Date

Shirley A. Otto  
Shirley Otto  
5012 So. 33<sup>rd</sup> Ct. Unit 7

5/31/2005  
Date

Lavern & Phyllis Markos  
Lavern & Phyllis Markos  
5010 So. 33<sup>rd</sup> Ct. Unit 8

5/31/2005  
Date

Carolyn Blocker  
5016 So. 33<sup>rd</sup> Ct. Unit 9

Date

Jacqueline Nelson  
Jacqueline Nelson  
5018 So. 33<sup>rd</sup> Ct. Unit 10

5-31-05  
Date

Perle Crary  
Perle Crary  
5020 So. 33<sup>rd</sup> Ct. Unit 11

5-31-05  
Date

Subscribed and sworn to before me this 31 day of May 2005.

P. J. Schmidt  
Notary Public, State of Wisconsin

My Commission: April 1, 2007

## EXHIBIT D

Revised May 18, 2005  
(To replace Vol.1637 Page 370)

Pammel Creek Condominium  
La Crosse, Wisconsin  
Proposed Operating Budget  
11 Units

	Current Budget	Proposed Budget 2005
Cleaning	\$ 700.00	\$ 000.00
Grounds/Maintenance	\$2,700.00	\$2,808.00
Snow Removal	\$2,100.00	\$1,000.00 (est)
Utilities	\$ 720.00	\$ 160.00
Management Fee	\$ 000.00	\$ 360.00
Repairs	\$ 550.00	\$ 000.00
Insurance on Buildings	\$ 000.00	\$2,070.00
Bank Charges	\$ 000.00	\$ 60.00
Lawn Care (Fertilize)	\$ 000.00	\$1,000.00
Misc. Charges	\$ 000.00	\$ 200.00
Reserves	\$ 290.00	\$1,500.00
<hr/>		
Total Per Year	\$7,060.00	\$9,158.00
Per Unit - Per Year	\$ 641.82	\$ 832.55
Per Unit - Per Month	\$ 53.49	\$ 69.37

## Minutes of Pammel Creek Condo Association Meeting on May 3, 2005

1. Tim Betthauser called the meeting to order.
2. Charlie Smader discussed the coverage of our current condo association policy. He explained that according to our current by-laws this policy would cover all units as purchased and the owner's would be responsible for coverage of their personal property and any special add ons in each unit. In his presentation he explained that it would be best if all property owners had loss assessment coverage in their policies to cover if we had a major loss and condo association policy did not have sufficient coverage for replacement costs. He also pointed out that each of the members of the condo association should consider buying an umbrella policy to protect themselves if any large liability situation would arise.
3. Tim called roll call. All members were present with the exception of Pearl Crary and Caralyn Blocker.
4. Minutes from the August 11, 2004 meeting were read.
5. By-law change made at last year's meeting that had been filed with the state and recorded was handed out for each member to add to their by-law pamphlet. Ken Brigson questioned if he had a pamphlet and he said he would check. He was reminded that each one of us got one at the meeting last year.
6. Budget items were discussed. A handout was given to everyone showing last years expenses and projected expenses for this year. Also a copy of the original budget that was in the by-law pamphlet was handed out to verify that the cost of insurance was not included in the original projected \$55.00 monthly fee. There was discussion of the need to build up a contingency fund. A vote was taken and all member present voted to change the monthly fee to \$70.00 effective with the June 1, 2005 payment.
7. Discussion was held regarding quality of the snowplowing done last winter. It was decided that Tim would look into getting the plower that they used the first winter. Association members were not happy with the person hired for this season. Tim was okayed for grass cutter



for another summer. In the event grass dries out, each person is responsible for their own lawn. Large area will not be watered by Tim, if any watering is done, it will be our responsibility.

8. Discussion was held regarding the grass around the drain on the south side of the common area. Grass is dead. Tim had looked into having it black topped. Decided the correction was much too expensive, so Tim is going to talk to a landscaper and see what it would cost to use large rocks, re-sod, or any other answer to our problem. He also will talk to him about solving the problem of the mail lady driving over our grass and making a muddy rut. Again, should be re-sod or would they have another answer for the issue.
9. We discussed and voted on more changes in our by-laws.
  - a. Pets – It was decided the all pets alive and living in the condo on this date would stay and from this date forward no pets would be allowed. Regarding pets already in residence – no dog houses or dog runs and must be tied up in the rear of the condo. Also mess must be cleaned up daily. Dogs cannot roam common area or cause excessive noise. Any lawn damage is the responsibility of owner to repair.
  - b. No satellite dishes, and or antennas can be installed and no alteration made to the roof line of the buildings.
  - c. If not already in the by-laws – there can be no out buildings
  - d. All trash cans must be stored inside, except on trash day.
  - e. No outside storage anywhere on the property of unused vehicles, campers, boats, snowmobiles, personal watercraft, off road vehicles, etc.
  - f. No permanent clothes lines

All the above changes were approved by the members present.

10. Mention was made that Tim should check with Shannon to see if Xcel Energy has billed us for the outside light.
11. Tim said he would check with Pat to get changes to the by-laws taken care of as it would require our signatures witnessed by her, a notary.
12. Tim discussed with us the fact that we would at some point have to take over running our own association. John Payne pointed out that seven people would have to be on the board at one time, so we would

all have to get involved. Pat Payne pointed out that our insurance rates would go up at that time because we would then have to add director's liability insurance on those serving on the board.

13. Tim closed the meeting and thanked us all for coming.

**Charlie Smader**

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**From:** Charlie Smader  
**Sent:** Friday, September 17, 2004 10:15 AM  
**To:** Carol J Nosan  
**Subject:** RE: Pammel Cre

Collected Premium and bound coverage eff 9/18/04. Check being submitted you your attention

Thanks for your help

Charlie

-----Original Message-----

**From:** HOME SYS-FIRE-LTW  
**Sent:** Thursday, September 16, 2004 4:12 PM  
**To:** Charlie Smader  
**Subject:** Pammel Cre

**APPROVAL**

**DATE:** September 16, 2004

**MEMO TO:** Charlie Smader, 3995/F735

**FROM:** Carol Nosan  
Commercial Underwriter

**RE:** Pammel Creek Condominium Assoc  
F99-EQ-7804-4  
Condominium Policy

The non-binding application for the applicant listed above has been reviewed and authority to bind coverage is being extended to you for 60 days as of the date of this memo.

Please advise us of the desired effective date and submit a payment to bind coverage.

**AMOUNT PAID:** \_\_\$1971.00\_\_\_\_\_

**BINDER EFFECTIVE DATE:** \_\_9/18/2004\_\_\_\_\_

12:01 A.M. Standard Time, Unless Indicated Below

**HOUR**\_\_10:15\_\_\_\_\_ (X ) A.M. ( ) P.M.

**COMMENTS:**

\$1,470,000 bldg/\$1mil liability

\$1000 per building deductible: \$1971 (Selected \$1000 per building option)

**ATTACH PHOTOGRAPH HERE**