



TO MEMBERS OF THE PLAN COMMISSION:

There will be a Plan Commission Meeting on **Tuesday, March 9, 2021 at 5:30 p.m.**

THE MEETING WILL BE HELD ON ZOOM TELECONFERENCE / VIDEO CONFERENCE. DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED TO ATTEND THE PLAN COMMISSION MEETING VIA THE APPLICATION, ZOOM UNTIL FURTHER NOTICE. AN INSTRUCTION PAGE WILL BE PROVIDED ON THE NEXT PAGE SHOWING HOW TO PARTICIPATE.

ZOOM PUBLIC MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

WEBINAR ID: 817 6191 2160

WEBINAR PASSWORD: 904837

CALL IN PHONE NUMBER: 1-312-626-6799

WEBINAR ID: 817 6191 2160

WEBINAR PASSWORD: 904837

*To make a public comment Raise your hand by pressing *9 on your telephone keypad. You will be called upon in the order received.*

Agenda:

- I. Call Meeting to Order.
- II. Roll Call. [To ZOOM User Guide>>](#)
- III. Citizens Participation Period
- IV. Discuss/consider approval of minutes of the February 9, 2021 Regular Plan Commission Meeting and the February 23, 2021 Special Plan Commission Meeting.
- V. UNFINISHED BUSINESS [To Minutes>>](#)
- VI. NEW BUSINESS
 1. Public Hearing at 5:30 p.m. or as soon thereafter as possible regarding a Preliminary Plat (Condominium) as submitted by Ed Bohn for parcel 201235003000 located at 1519 Mayer Road, Altoona, WI. [To Summary and Materials >>](#)
 2. Discuss/consider recommendation to Council regarding Preliminary Plat (Condominium) as submitted by Ed Bohn for parcel 201235003000. (Will be discussed at the March 11, 2021 Council Meeting).

[To Summary and Materials>>](#)

3. Public Hearing at 5:35 p.m. or as soon thereafter as possible regarding a Conditional Use Permit to allow outdoor storage and sales as submitted by Ed Bohn, DBA The Shed, parcel #201235003000 located at 1519 Mayer Road.

[To Summary and Materials>>](#)

4. Discuss/consider approval of a Conditional Use Permit to allow outdoor storage and sales as submitted by Ed Bohn, DBA The Shed, parcel #201235003000 located at 1519 Mayer Road.

[To Summary and Materials>>](#)

5. Discuss/consider recommendation to Council regarding a final plat for River Prairie Townhomes. (Will be discussed at the March 11, 2021 Council Meeting).

[To Summary and Materials>>](#)

6. Discuss/consider recommendation to Council regarding selection of a Firm for Planning Services Contract. (Will be discussed at the March 11, 2021 Council Meeting)

[To Summary and Materials>>](#)

7. Discuss/consider recommendation to Council regarding Ordinance 3A-21 amending setbacks in the Twin Home District. (Public Hearing at the March 11, 2021 Council Meeting).


[To Summary and Materials>>](#)

8. Discuss/consider recommendation to Council regarding Resolution 3A-21 dedicating Perseverance Park. (Discussed at February 22nd Parks Board meeting and will be discussed at the March 11, 2021 Council Meeting).

[To Summary and Materials>>](#)

VII. MISCELLANEOUS BUSINESS AND COMMUNICATIONS

VIII. ADJOURNMENT


Cindy Bauer
City Clerk

Requests from persons with disabilities who need assistance to participate in this meeting/hearing should be made to the City Clerk's Office at 715-839-6092 with as much advance notice as possible.

Speak Your Peace: The Civility Project

The Common Council of the City of Altoona, Wisconsin, recognizes and has adopted by Resolution 3B-15 that the nine tools of civility, drafted by Speak Your Peace: The Civility Project will provide increased opportunities for civil discourse in order to find positive resolutions to the issues that face our city. These tools include the following:

*Pay Attention | Listen | Be Inclusive | Don't Gossip | Show Respect | Be Agreeable
Apologize | Give Constructive Criticism | Take Responsibility*

###



To Agenda>>



ZOOM INSTRUCTION GUIDE

WEBSITE and TELEPHONE

DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED TO ATTEND THE PLAN COMMISSION MEETING VIA THE APPLICATION, ZOOM UNTIL FURTHER NOTICE.

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 817 6191 2160

Webinar Password: 904837

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For those participating by computer only, you must have a microphone enabled computer to communicate verbally. Otherwise you will have to call in via the telephone as well.



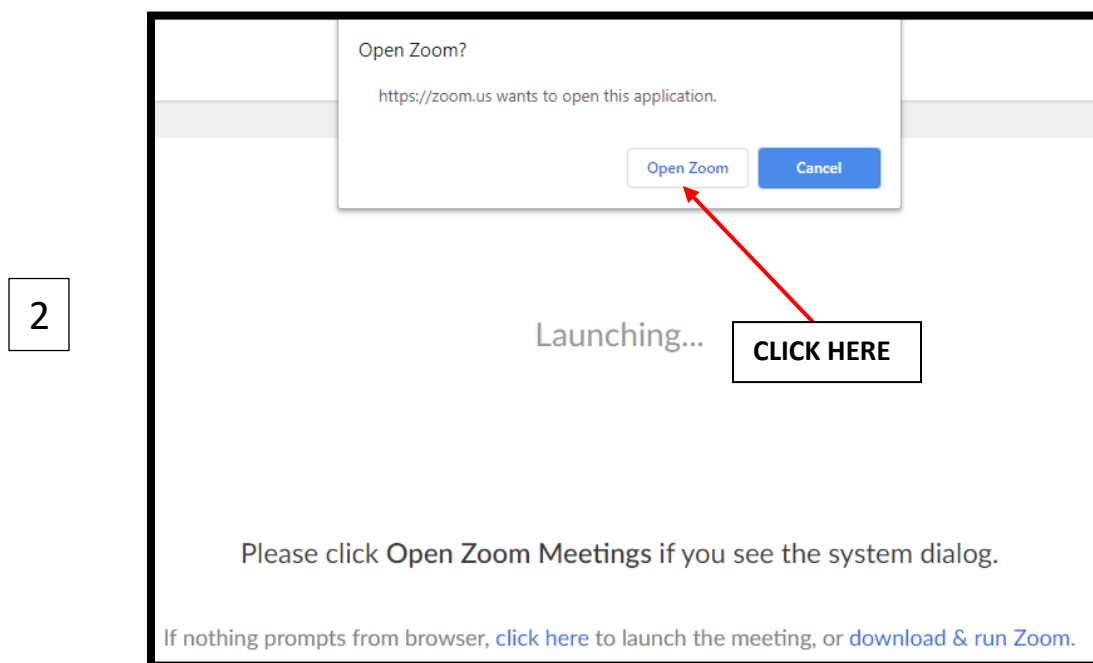
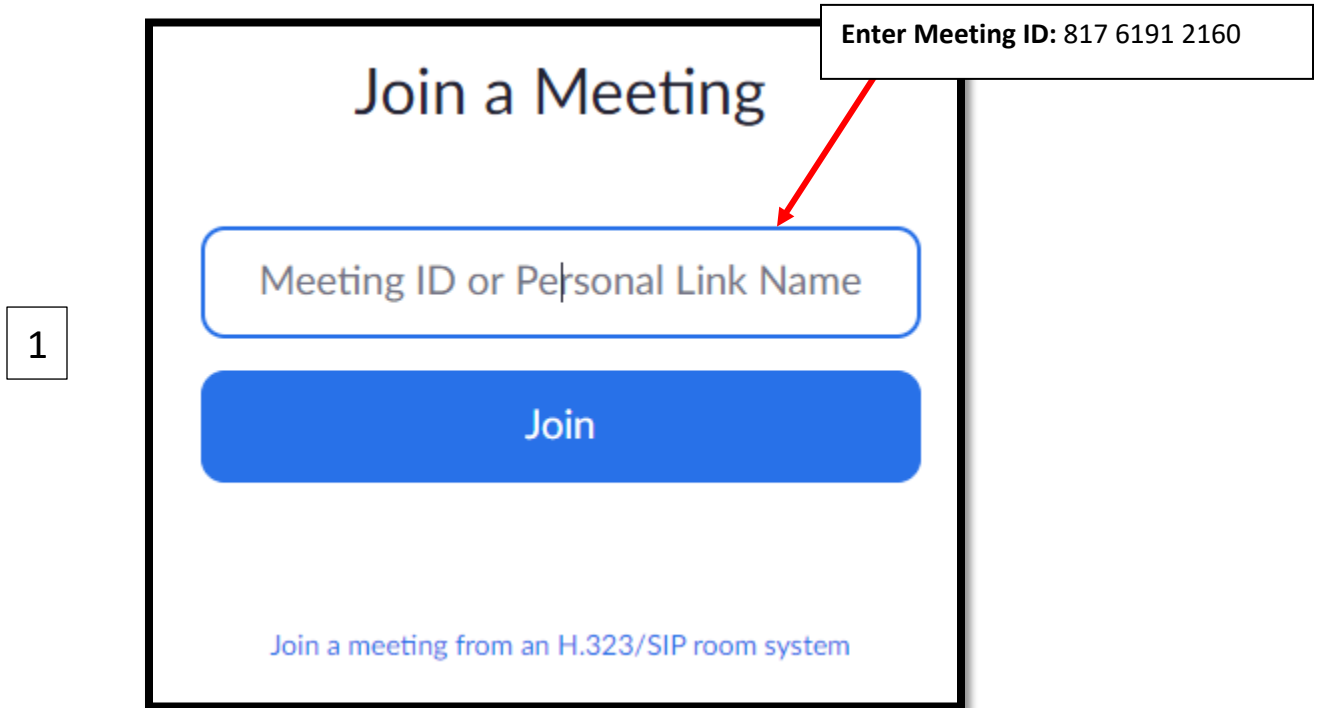
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4. To state a public comment, "raise hand": *9
(You will be called on in order received)



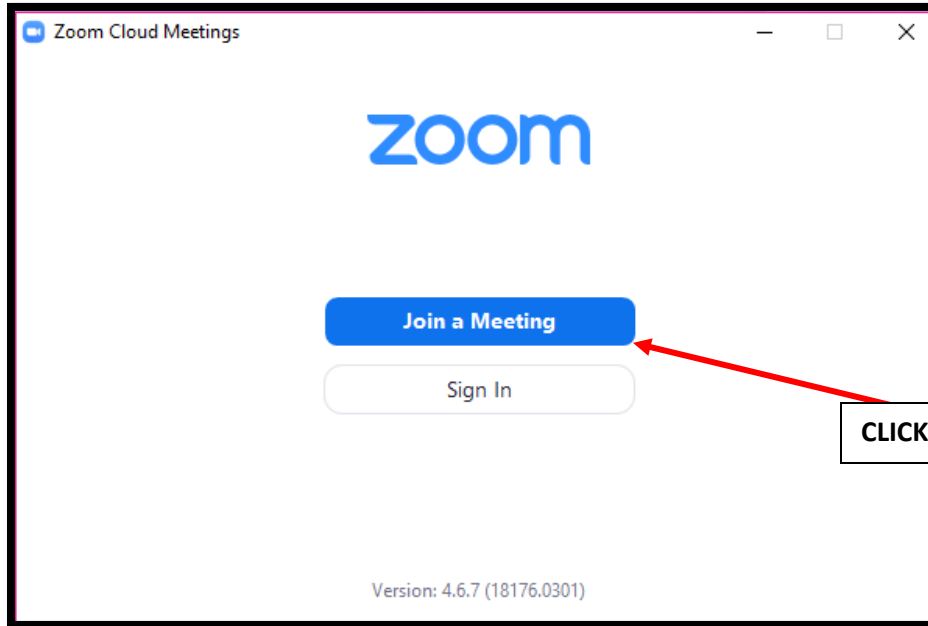
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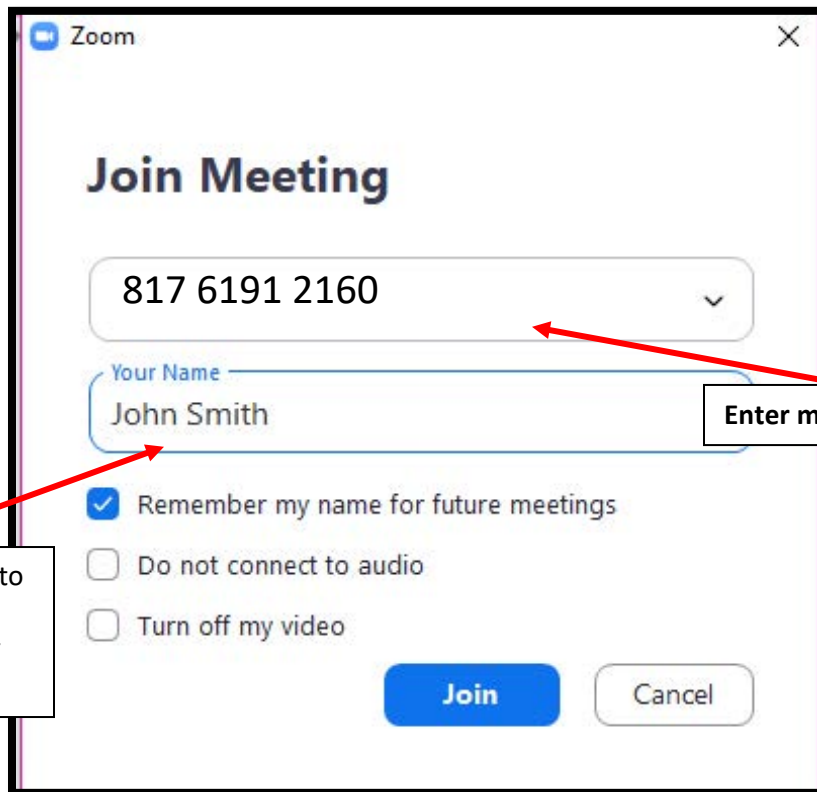


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5a

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Phone Call

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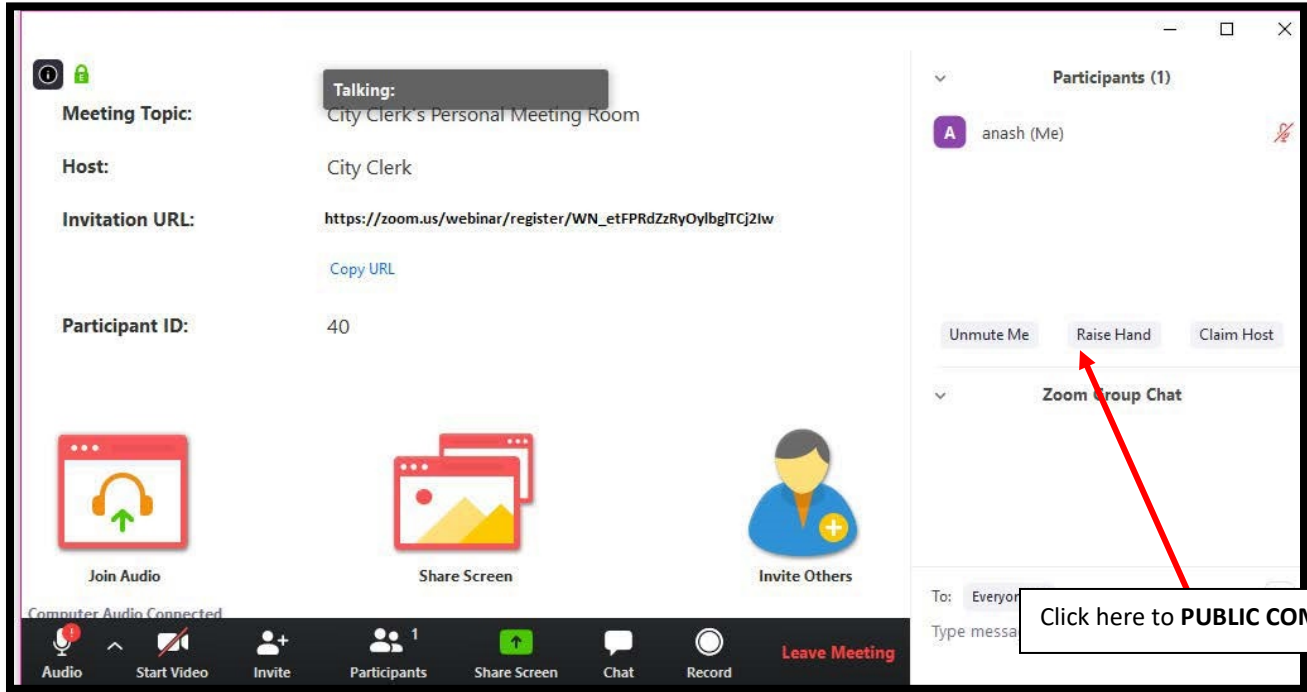
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3. Use icon **RAISE HAND** to provide Public Comments. You will be unmuted and called upon on in the order received.

SEE WEBSITE LINKS BELOW FOR MORE TUTORIALS

<https://support.zoom.us/hc/en-us/articles/201362193>

<https://support.zoom.us/hc/en-us>

https://www.youtube.com/embed/vFhAEoCF7jg?rel=0&autoplay=1&cc_load_policy=1

**MINUTES OF THE ALTOONA, WI
REGULAR PLAN COMMISSION MEETING
February 9, 2021**

(I) Call Meeting to Order.

The meeting was called to order by Mayor Brendan Pratt at 5:30 p.m. held on zoom Teleconference/video conference due to Coronavirus COVID-19.

(II) Roll call.

Members present: Brendan Pratt, Tim Sexton, Matthew Biren,
Barbara Oas-Holmes, Andraya Albrecht, Bill Hoepner,
and Dean Roth.

Also Present: City Planner Joshua Clements
Management Analyst Roy Atkinson
City Clerk Cindy Bauer
Justin Held, Somewhere Pub – CUP Applicant

(III) Citizen Participation Period.

Motion by Biren/Hoepner to close Citizen Participation Period. **Motion carried.**

(IV) Approval of minutes.

Motion by Hoepner/Oas-Holmes approve the minutes of the Jan 12, 2021 Regular Plan Commission meeting. **Motion carried.**

(V) Old Business - none

(VI) New Business

(1) - Public Hearing at 5:30pm, or as soon thereafter as possible, regarding an appeal for a Conditional Use Permit to allow for the operation of a full-service bar holding a Combination “Class B” liquor license for Somewhere Pub in the Northwest Quadrant of River Prairie.

Mayor Pratt opened the public hearing at 5:32 p.m.

City Planner referred to the following:

- Appeal for a Conditional Use, 2020-0922
- Staff Report 21-02A
- Stamped Construction Plans (select pages [3] illustrating pub)
- Public Notice and Mailing Labels (2021-0122)

City Planner Clements explained that Somewhere Pub is proposed to occupy a 2,200 ft² commercial suite on the southwest end of River Flats III in the Northwest Quadrant of River Prairie. The pub includes a 1,000 ft² outdoor patio adjacent to River Prairie Plaza, with public entrances from Front Porch Place and River Prairie Park. The Specific Implementation Plan for River Flats III was approved by the Altoona City Council on June 11, 2020. The overall building footprint is approximately 11,777 ft² on the 16,553 ft² (0.38 acres) lot. The total building area is approximately 30,931 ft² and includes 12 dwellings with at-grade parking garage. The building is under construction with expected completion in late spring.

Pursuant to Altoona Municipal Code Section 19.46.025 A., uses that require a Combination Class “B” Liquor License in the River Prairie Mixed Use District are a conditional use.

Justin Held, River Flats II was present to answer any questions regarding the Pub.

Jordan Tyznik, King Pin Management had some questions regarding the barrier around the patio and the type of music allowable in the patio. Tyznik had some concerns regarding weddings that will be taking place in the park/River Prairie Event Center. Tyznik would like a good working relationship with Held and will coordinate with both parties during weddings in the park.

Motion by Hoepner/Oas-Holmes to close the public hearing at 5:47 p.m. **Motion carried.**

(VI) ITEM 2 - Discuss/consider approval of a Conditional Use Permit for Somewhere Pub.

City Planner Clements explained that the recommended approval conditions are consistent with those applied to Cowboy Jacks and ZA51, approved in February 2017. These are designed to mitigate and manage potential impacts from pub operations on functions of the adjoining parkland. See the enclosed Staff Report for detailed summary.

Staff recommends approval of the Conditional Use Permit with the following conditions:

- (1) An aesthetically appealing barrier shall be provided and maintained between the private patio and public property.
- (2) Owner/operator shall reasonably cooperate with the City of Altoona, or designated event agents, regarding coordination during concerts and permitted special events concerning aspects including, but not limited to, sound (such as for nearby wedding proceedings) and access.
- (3) No amplified outdoor sound, other than ambient music, without City of Altoona event permit.
- (4) Owner/operator shall police areas immediately adjacent to the building and patio for refuse or other impacts of pub operation.

Motion by Biren/Hoepner to approve the Conditional Use Permit with the enclosed conditions. **Motion carried.**

(VI) ITEM 3 - Discuss/Consider recommendation to Council regarding a Specific Implementation Plan for Larson Orthodontics in the Northwest Quadrant of River Prairie.

City Planner Clements referred to the Staff Report 21-02B and Proposed Specific Implementation Plan - Larson Orthodontics. Clements explained that the proposed Specific Implementation Plan (SIP) illustrates architecture and site design elements for a 7,400 ft² two-level building to be located on at the intersection of Blazing Star Boulevard and Meadowlark Lane in the Northwest Quadrant of River Prairie. This site is part of the River Prairie General Implementation Plan in the River Prairie Mixed Use District. The proposed development area is 0.37 acres (16,060 ft²) and is a prepared “pad ready” site.

The building is designed to be an attractive four-sided building with entrance features on the east side of the building facing the city-owned parking area, with an additional entrance on

the north face. The building footprint is approximately 6,900 ft² at ground level with 1,500 ft² basement. The exterior materials are proposed to be predominately brick, stone, prefinished metal trim and accents. Vehicle access to the site is via Meadowlark Lane and Blazing Star Boulevard to the shared city-owned parking lot, which is preexisting. The city lot includes 58 vehicle storage spaces. Most of the stormwater at this site will be collected via one bio-retention facility on the north corner of the site and conveyed to regional facilities serving the River Prairie Northwest Quadrant.

City Planner Clements said Staff recommends **approval** of the Specific Implementation Plan for Larson Orthodontics as being in substantial conformance with the River Prairie Design Guidelines and Standards with specified modifications and conditions (8):

A. Access, Circulation & Parking (RPDG IX. 1)

1. Add not less than two bicycle racks at an appropriate location near the public entrances. Bicycle racks shall be “U Stand” or “Rounded A” design, or substantially similar, as described in *Altoona Municipal Code* Chapter 19.52, installed per manufacturer specifications.

B. Landscaping [RPDG IX 6]

1. Bio-infiltration basin shall be attractively landscaped with horticulturally appropriate rain garden plantings and shall not be predominately turf grasses.

C. Building and Architectural Standards [RPDG IX 7]

1. Any/all mechanical equipment, including roof-mounted units, shall be appropriately screened by building-compatible materials or landscaping [RPDG, IX 7 H].
2. Sign permits will be required for all building and ground signs and meet design requirements outlined in the River Prairie Design Guidelines, IX 5.
3. All exterior lighting on the site shall be of full cut-off design and be shielded to prevent spillover of direct light onto adjacent properties [*Altoona Municipal Code* 19.59.030 (H)]. SIP page 3, note 4 includes reference to downcast lighting, and referenced wall packs must be downcast and shielded.
4. The petitioner shall enter into an agreement regarding utilization of City property for placement of the refuse enclosure, and related operational considerations. Any modifications to existing infrastructure shall be at the expense of the petitioner and approved by the Director of Public Works. The refuse enclosure shall be gated and comprised of materials similar to the primary building.

D. Utilities

1. If the building features a sprinkler system, the Fire Department Connection (FDC) shall be 4” STORTZ with final placement reviewed and approved by Altoona Fire Department.
2. Submittal and successful review of final *storm water plan* and *civil site plan* by City Engineer as described in the *Altoona Municipal Code* Chapter 14.

Motion by Roth/Hoepner to recommend approval of the Specific Implementation Plan for Larson Orthodontics with staff recommended modifications. **Motion carried.**

(VII) MISCELLANEOUS BUSINESS AND COMMUNICATIONS

ITEM 1 - Presentation of 2020 City of Altoona Development Report

City Planner Clements referred to Staff Report 21-01A.

Altoona continues to experience historic levels of residential growth and investment, a general trend that is anticipated to continue for at least the current year. Permits for **264** dwelling units were issued in 2020, bringing the City’s total to approximately 4,247. This shattered the previous record of 182 dwelling permits issued in 2019. The next largest figures since 2000 are 158 in 2016 and 149 in 2014. Many of the structures permitted in 2020 are in the construction process and not yet occupied. Notably, over 35 percent of permitted dwelling units in the City have been initiated since 2010, and population projections have increased an estimated 20.8 percent during that same period (the measurement periods are not precisely consistent; household sizes are getting smaller; lag between permit and occupancy).

The enclosed Staff Report 20-01A briefly describes recent development trends with focus on residential uses, and corresponding changes in population and equalized property value.

The current historic rate of residential development activity carried on despite Covid-19. Staff have been working primarily remotely since March 17, 2020. Building Inspector Matt Flatland implemented virtual inspection and electronic documentation for certain types of inspections to avoid entering homes or job sites when possible. Pre-development meetings have largely occurred virtually rather than in-person. The housing crisis carries on despite constraints on labor, and the general consensus is that housing challenges are anticipated to deepen and change due to massive layoffs in certain sectors of the economy (hospitality, restaurants, entertainment) creating income insecurity and inequity; most employment sectors are little affected and some are doing well continuing to drive demand; and anticipated changes in the market due to increasing work-from-home situations, which are expected to persist in some form.

(VII) ITEM 2 - Additional Reading

City Planner Clements noted that AARP and the Congress for a New Urbanism (CNU) recently published “Enabling Best Places”, a highly visual guide that is accessible for people who are not “in the design community” to better understand the principles of planning and designing really attractive, functional, and sustainable neighborhoods and places.

www.aarp.org/livable-communities/tool-kits-resources/info-2020/enabling-better-places-download.html

City Planner Clements noted that the City of Altoona has been supporting and participating in Eau Claire’s grant funded Wintermission program. The lead organizer, 8 80 Cities, recently launched a new website that shares some of the lesson learned from the Wintermission program and similar efforts.

www.wintercitiestoolkit.com/

(VIII) Adjournment.

Motion by Roth/Hoepner to adjourn at 6:27 p.m. **Motion carried.**

Minutes transcribed by Cindy Bauer, Altoona City Clerk

**MINUTES OF THE ALTOONA, WI
SPECIAL PLAN COMMISSION MEETING
February 23, 2021**

(I) Call Meeting to Order.

The meeting was called to order by Mayor Brendan Pratt at 5:30 p.m. held on zoom Teleconference/video conference due to Coronavirus COVID-19.

(II) Roll call.

Members present: Brendan Pratt, Tim Sexton, Matthew Biren,
Barbara Oas-Holmes, Andraya Albrecht, Bill Hoepner,
and Dean Roth.

Also Present: City Planner Joshua Clements
Management Analyst Roy Atkinson
Attorney Ben Ludeman
City Clerk Cindy Bauer
Mark Beckfield, Eau Claire County Veterans Foundation

(III) Citizen Participation Period.

Motion by Hoepner/Oas-Holmes to close Citizen Participation Period. **Motion carried.**

(IV) Unfinished Business - none

Mayor Pratt moved Item 3 to the first agenda item.

(V) New Business

(3) Discuss/Consider recommendation to Council regarding the approval of the design for Phase II of the Veterans Memorial Tribute in River Prairie Park.

City Planner Clements referred to the Veterans Tribute Plan Set, Phase I and Phase II. Clements mentioned that this item was discussed and approved at the February 22nd Parks Board and a recommendation will be brought to the February 25th City Council meeting.

City Planner Clements explained that Phase I of the Veterans Memorial Tribute was approved by the Council on August 27th, 2021. The enclosed plan set includes Phase I and Phase II. Phase I is briefly summarized as:

1. Tribute Plaza
 - a. Memorial Patio area, with county seal, flags (9), sculptures (3), and downcast lighting.
 - b. Stone memorial pavers.
 - c. A connecting walkway along the north side of the existing biofiltration basin, connecting to Prevea Amphitheatre near the loading dock (shown as 5' wide concrete).

Work on the Plaza is expected to begin summer 2021.

Phase II elements not previously approved include:

1. Tribute Plaza
 - a. A Connecting walkway from the Tribute Plaza to those existing walkways near the pond.

- b. A Connecting walkway below the Prevea Stage to the primary trail along the river.
Work on connections is expected the summer of 2022.
2. Trail Features
- a. Eleven “bump-out” sites located along the River Prairie Trail, between Highway 53 and the Eau Claire Country Club. Each of these features may include a Memorial Bench, interpretive displays, pedestrian-scale lighting (complementing existing fixtures), wifi security cameras and future sculptures.
 - b. Extending pedestrian lighting around the River Prairie Trail Loop where lighting does not exist. These areas primarily include:
 - i. River Prairie Drive bridge to Woodmans;
 - ii. Woodman’s Market east to Oakleaf Way;
 - iii. Trail connection parallel to Highway 53 between the Canoe/Kayak Launch and River Prairie Drive.Work on these elements is expected to begin no sooner than 2022.

Future phases and features anticipated or discussed that are not applicable to this action item include:

- 1. Trailhead Sign
 - a. A large trailhead sculpture and interpretive piece featuring Old Abe to be located near the Riverside Pavilion.
- 2. Trail Sculptures
 - a. Life-size bronze sculptures to be located at the bump-out features along the trail. Each sculpture represents a major military conflict.
- 3. Other Sculptures
 - a. Bronze sculpture located near the west of the parking lot.
 - b. Sculpture including as water wall feature near the Riverside Pavilion.

City Planner Clements mentioned that the flagpole and associated lighting was previously approved by the Plan Commission, Parks Board and Council and has been installed. The cost of installation and maintenance of all features is to be borne by the veteran’s foundation, memorialized via the previously approved agreement. Provided, however, the City may need to provide a match for the trail lighting improvements outside of the Northwest Quadrant. Any proposed changes in the features in any adopted plan or agreement shall require review and recommendation to the Council by the Plan Commission and Parks Board with final approval by the City Council. If approved, the only extent of approval applies to those elements specifically identified in the proposal, any conditions of approval (if any), and the proposed use agreement. Other elements not included or changes to those illustrated in Phase I and Phase II are not approved at this time but are provided for context of anticipated future additions or phases.

Mark Beckfield of the Eau Claire County Veterans Foundation was present to further discuss the plan and answer any questions Plan Commission Members had regarding this project. Beckfield mentioned that there is a dedication planned for the Veterans Tribute Mall and Trail on May 31, 2021 at 1:30 p.m. in River Prairie.

Motion by Sexton/Hoepner to recommend approval of the design of Phase II of the Veterans Memorial Tribute in River Prairie Park. **Motion carried.**

(V)(1) Public Hearing at 5:30 p.m. or as soon thereafter as possible regarding a Preliminary Plat for River Prairie Townhomes.

Mayor Pratt opened the public hearing at 5:44 p.m.

City Planner Clements referred to the following:

- Staff Report 21-02G
- Preliminary Plat, River Prairie Townhomes
- Amended SIP (building arrangement)
- 2020-1021 Memo to the City of Altoona RE Plat Review and Approval (Behling)

City Planner Clements explained that the Specific Implementation Plan (SIP) for the River Prairie Townhome Condominiums was approved on August 27th. A condominium plat for this property was approved on November 19th, 2020.

Clements noted that as the Developer finalizes the financing for this project, the Developer determined that arranging the land ownership as a conventional plat with covenants and a homeowner's associations is more advantageous to achieve the conditions of the land sale agreement. As a condominium plat, the footprint of each structure has its own tax parcel, and all outside areas are held a single parcel owned by the condominium association. In the proposed modification, each parcel includes property beyond the footprint to the individual dwelling. The common property, including the private drive and storm water facilities, is reduced in size and held by a homeowner's association.

City Planner Clements mentioned that as described in the enclosed Staff Report, the Developer also provided modifications to the adopted SIP. The changes bring the rear buildings fully out of the Union Pacific easement. The City continues to work with the railroad regarding vacating or modifying the easement, but the timeline and outcome of that discussion remains uncertain. Moving the rear buildings forward necessitated moving the front buildings north. This reduced the effective setbacks. However, the minimum setback that was previously approved is maintained. Building setbacks are greater than ten feet.

The physical design of each building structure remains the same, and the general arrangement and context of each building remains consistent. The position of the buildings on property is modified. The changes are defined by the River Prairie Design Guidelines as Minor Amendments reviewed by staff. Plan Commission members were provided a memo dated October 21, 2020 by Attorney Behling, noting that the standards of approval for a Plat are the technical drafting requirements of plats. Staff has determined that the Preliminary Plat as presented meets the technical requirements and is consistent with the amended SIP.

Attorney Ben Ludeman from Weld Riley explained the legal process for a Preliminary Plat and commented on the proposed recommendation and possible action for tonight's meeting.

The following people spoke regarding the Preliminary Plat for the River Prairie Townhomes:

Paul Johnson, 1604 Lake Road, questioned the distance of the buildings to the bike path. Johnson opposed the design.

Danielle Johnson, 1604 Lake Road, requested the Plat be tabled until a later date based on unanswered questions by residents.

Jeff Goettl, 2120 Moonlight Bay Drive, asked that this adjustment to the plat be rejected.

Natalia Ripeckyj, 1304 Lake Road asked Plan Commission members to take their time, table until a better plan can get in place.

Motion by Sexton/Biren to close the public hearing at 6:05 p.m. **Motion carried.**

(V)(2) Discuss/Consider recommendation to Council regarding Preliminary Plat for River Prairie Townhome Condominium.

Discussion followed.

Motion by Sexton/Biren to recommend approval of the Preliminary Plat. Roll call vote, 4 ayes, Biren, Roth, Sexton, Pratt, 3 nays, Oas-Holmes, Albrecht, Hoepner, **Motion carried 4-3.**

(V)(4) Discuss/consider recommendation to Council regarding rezoning six parcels located between 1419 and 1311 Glades Drive from R-1 One Family Dwelling District to R-2 One- and Two-Family Dwelling District.

City Planner Clements referred to the Staff Report 21-02C and Ordinance 2C-21. Clements explained that the six properties located between 1311 and 1427 Glades Drive on the south side of the road, illustrated herein, were constructed as two-dwelling structures. The current zoning reflected on the City's official zoning map for the properties is R1 One Family Dwelling District. This means that each structure is considered "legal non-conforming", meaning it does not conform to current zoning.

City Planner Clements mentioned that this matter was brought to the City's attention by the owner of one of the properties who is considering selling their property. Due to this legal non-conforming condition of each of the six properties, the Zoning Administrator determined it is appropriate to resolve this issue through City-initiated rezoning to R2 One- and Two-Family Dwelling District for this group of properties for which this condition exists. City staff has been unable to determine the source of the conflict on the current zoning map.

Motion by Biren/Hoepner to recommend approval of the proposed rezoning. **Motion carried.**

(V)(5) Discuss/consider recommendation to Council regarding a modification to the Specific Implementation Plan for Cowboy Jack's.

City Planner Clements referred to the Staff Report 21-02H and Proposed modification to SIP for Cowboy Jack's. Clements explained that Cowboy Jack's is a 7,047 ft² restaurant with outdoor seating located in the Northwest Quadrant of River Prairie. The Specific Implementation Plan in the River Prairie Mixed Use District was approved on June 22, 2017. Cowboy Jack's features approximately 4,600 ft² patio, plus an upper deck.

The existing upper deck is approximately 985 ft² (16'2" x 58'6" plus landings). During winter months, a temporary enclosure is added under the deck to create a flexible extended seating area that can be used in most seasons. This area includes a server station, seating, and fire features.

The proposal entails extending the deck an additional 11'3" outward from the building, or an additional 674 ft². The proposal also encloses the area under the deck creating a +/- 1,594 ft² room. The enclosure walls will be primarily comprised of glass curtain walls and fold-up glass and steel doors so that the area can function similar to outdoor seating in desirable conditions. For building code purposes, this area is defined as a "3 season room". No changes to any other element of the site are proposed. This Amendment to the SIP requires Plan Commission and Council consideration as the enclosed space increases the building enclosure by approximately 22.6%.

Motion by Roth/Oas-Holmes to recommend approval of the modification to the Specific Implementation Plan for Cowboy Jack's. **Motion carried.**

(V)(6) Discuss/Consider approval of a Site Plan for J&D Manufacturing addition.

City Planner Clements referred to the Staff Report 21-02F and Proposed Site Plan for J&D Manufacturing addition. Clements explained that the proposed Site Plan for J&D Manufacturing, 6200 US Highway 12, illustrates a 24,000 ft² addition to an existing +/- 116,000 ft² metal industrial and warehousing building. The property includes two existing buildings, the other being +/- 24,000 ft² at the 9.997-acre site.

City Planner Clements noted that the existing area to be occupied by the expansion is pavement and a loading dock. The expansion is to create four additional loading docks with angled approaches on the north face of the building. The building is to be pre-engineered metal building consistent with the existing. Proposed changes do not include parking, landscaping, or total impervious surfaces. The movement of semi vehicles around the site is likely to change due to the addition of four loading docks with angled approaches, replacing the existing one dock.

Motion by Sexton/Hoepner to approve the Site Plan. **Motion carried.**

(VI) MISCELLANEOUS BUSINESS AND COMMUNICATIONS

(1) Quarterly Department Report

City Planner Clements referred to a Planning Department 2021 Q1 Report (2021-0211)

City Planner Clements commented that City Department Directors are beginning a new routine of providing more formalized reports to the City Council in a cycle, with each Department reporting approximately every quarter. These reports will be refined over time and are intended to improve ongoing discussion regarding the City's strategic plan and work plan. City Planner Clements presented a brief Planning Department Report at the February 11th Council Meeting. A corresponding written report was enclosed.

(VI)(2) Professional Development

Racism and the Economy: Focus on Housing

March 1, 1:00 - 3:00pm

Federal Reserve Bank of Minneapolis (Virtual Event)

City Planner Clements commented that the fourth installment from the Federal Reserve Bank of Minneapolis virtual [event series](#) is focused on structural racism in our housing markets and its impact on economic outcomes for all Americans. Our keynote speakers will outline the historical and contemporary context of how racism, racial exclusion, and predatory inclusion have limited housing opportunities and wealth-building for communities of color. Leaders from the public, nonprofit, and academic sectors will then present policy proposals for dismantling the deep inequities in housing market valuation, mortgage lending, and patterns of housing development. These proposals will kick-start a wide-ranging conversation among researchers, policymakers, and community leaders who are committed to eliminating racial disparities in housing opportunity.

www.minneapolisfed.org/events/2021/racism-and-the-economy-focus-on-housing

(VI)(3) Miscellaneous Reading

(A) The Federal Reserve Bank of San Francisco has just released a report detailing the impact that inequity has upon our economy. Not surprisingly, the report focuses on the

economics of inequity, which can be thought of as the outcomes of policy and their impact upon our world. I tend to focus on other aspects of inequity in my research, such as how Recognition Theory explains why and how all people require equal treatment by, and participation in, society to fully develop into their highest selves, and the impact that our missing that mark has upon us as individuals and as a society.

"The opportunity to participate in the economy and to succeed based on ability and effort is at the foundation of our nation and our economy. Unfortunately, structural barriers and embedded inequities in policies and practices have persistently disrupted this narrative for many Americans...The bottom line from our analysis is that the U.S. economy would have had about \$2.6 trillion 2019 dollars more output in 2019 if gaps in labor market opportunities and returns were eliminated."

"Economic Gains From Equity."

<https://www.frbsf.org/our-district/files/economic-gains-from-equity.pdf>

- (B) "Tackling Racial Equity Through Community Development", Federal Reserve Board of Minneapolis. This brief article introduces the *racism and the economy* series (referred to in #2) "focus on two of the most pressing questions facing our economy: How did systemic racism bring us here, and how do we find new ways forward?"

www.minneapolisfed.org/article/2020/tackling-racial-equity-through-community-development

(VII) Adjournment.

Motion by Roth/Oas-Holmes to adjourn at 7:08 p.m. **Motion carried.**

Minutes transcribed by Cindy Bauer, Altoona City Clerk



MEMORANDUM

TO: Altoona Plan Commission
FROM: Joshua Clements, City Planner
DATE: March 9, 2021
SUBJECT: Summary of March 9, 2021 Plan Commission

Provided below for your consideration is a summary of the Plan Commission agenda items.

(V) UNFINISHED BUSINESS

(VI) NEW BUSINESS

ITEM 1 - Public Hearing at 5:30 p.m. or as soon thereafter as possible regarding a Preliminary Plat (Condominium) as submitted by Ed Bohn for parcel 201235003000 located at 1519 Mayer Road, Altoona, WI.

See Enclosed:

- Preliminary Plat
- Draft Condominium Covenants
- Public Notice & Mailing Labels

The proposed Condominium Plat for the 2.249-acre property located at 1519 Mayer Road reflects two units and shared condominium property, limited common elements (LCE), as well as access and utility easements. The purpose of the Condominium Plat is to enable separate property ownership for the existing two businesses located at the property, memorialized as Unit 1 (9,335 SF) “The Shed”, and Unit 2 (1,828 SF) “K9 Dorms”.

No structural improvements or construction activities are proposed at the property at this time.

Suggested Motion: I move to close the public hearing.

ITEM 2 - Discuss/Consider recommendation to Council regarding Preliminary Plat (Condominium) as submitted by Ed Bohn for parcel 201235003000. (Will be discussed at the March 11, 2021 Council Meeting).

See ITEM 1 for materials and summary.

Suggested Motion: I move to recommend / not recommend Council approval of the Preliminary Plat.

ITEM 3 - Public Hearing at 5:35 p.m. or as soon thereafter as possible regarding a Conditional Use Permit to allow outdoor storage and sales as submitted by Ed Bohn, DBA The Shed, parcel #201235003000 located at 1519 Mayer Road.

See Enclosed:

- Staff Report 21-03A
- Appeal for a Conditional Use, The Shed
- Public Notice & Address Labels

The petitioner, Ed Bohn, proposes to place prefabricated residential accessory buildings (sheds, and similar) along the front (west) frontage of his existing business at 1519 Mayer Road, “The Shed”. The Shed is an antique and variety retail store.

The temporary placement of accessory structures for sale constitutes outdoor sales and storage uses defined as a conditional use in the C Commercial District (§ 19.40.020 31.).

Suggested motion: I move to close the Public Hearing.

ITEM 4 - Discuss/consider approval of a Conditional Use Permit to allow outdoor storage and sales as submitted by Ed Bohn, DBA The Shed, parcel #201235003000 located at 1519 Mayer Road.

See ITEM 3 for materials and summary.

Staff recommends approval of the conditional use permit with the following conditions (1):

- (1) Accessory residential buildings (sheds) located at the site shall be arranged to permit free ingress and egress of vehicles.

Suggested motion: I move to approve/not approve a Conditional Use Permit with staff recommended conditions.

ITEM 5 - Discuss/Consider recommendation to Council regarding a final plat for River Prairie Townhomes. (Will be discussed at the March 11, 2021 Council Meeting.)

See Enclosed:

- Final Plat, River Prairie Townhomes
- Drafts: Articles of Incorporation; Bylaws; Declaration of Covenants, Restrictions, Conditions.

Enclosed is the Final Plat for the property known as the River Prairie Townhomes. As you may recall, the approved plan includes 36 dwellings, each with an individual tax parcel with fee simple ownership and common property to be held and managed by a homeowner's association. The draft articles of incorporation; bylaws; and declaration of covenants, restrictions and conditions are enclosed.

Of particular interest:

Declaration of Covenants, Restrictions and Conditions:

6.3 & 6.4 refer to maintenance of common property

11.2 refers to maintenance of the shared driveway

11.4 refers to the existing Union Pacific Easement for elevated disclosure.

The public hearing regarding the Preliminary Plat was held before the Plan Commission on February 23rd and approved by the City Council 4-3 on February 25th. The Specific Implementation Plan for the River Prairie Townhomes was approved by the Council on August 27, 2020, and as amended pursuant to the procedures provided by the River Prairie Design Guidelines and Standards and Altoona Municipal Code.

Altoona Municipal Code § 18.11.020 b.

Effect of Preliminary Plat Approval. Approval or conditional approval of a Preliminary Plat shall entitle the Final Plat to approval provided the Final Plat conforms substantially to the Preliminary Plat, including any conditions of that approval, conforms to applicable local plans and ordinances, and is submitted within six (6) months of the last required approval of the Preliminary Plat. If the Preliminary Plat is approved, the Final Plat must be approved by the Common Council within six (6) months or the Preliminary Plat approval is void. Previous Preliminary Plat approvals shall not constitute grounds for approval upon resubmission.

Altoona Municipal Code § 18.11.030 b.1.

Plan Commission Review.

The Plan Commission shall examine the Final Plat as to its conformance with the approved Preliminary Plat, any conditions of approval of the Preliminary Plat, this Chapter and all applicable ordinances, rules, regulations, Master Plans and Master Plan components which may affect it and shall recommend approval, conditional approval or rejection of the Plat to the Common Council.

Suggested Motion: I move to recommend / not recommend approval of the Final Plat.

ITEM 6 - Recommendation to Council regarding selection of a Firm for Planning Services Contract. (Will be discussed at the March 11, 2021 Council Meeting).

See Enclosed:

- Planning Department Memo 2021 March 4

As you know, the City has allocated 2021 budget resources to undertake a new comprehensive plan. The City received eight responses and interviewed four firms. Please see the enclosed Memorandum briefly summarizing the recruitment process to this point.

The review committee recommends the selection of **Vandewalle Associates** to enter into contract negotiations to complete the Comprehensive Planning Services and East Area Neighborhood Plan. An affirmative selection will empower city staff to negotiate a contract that includes a scope of work and fee arrangement.

Suggested Motion: I move to recommend/not recommend the selection of Vandewalle Association to enter into contract negotiations for Comprehensive Planning Service.

ITEM 7 - Discuss/Consider recommendation to Council regarding Ordinance 3A-21 amending setbacks in the Twin Home District. (Public hearing at the March 11, 2021 Council Meeting.)

See Enclosed:

- Proposed Ordinance 3A-21

The proposed changes to the TH Twin Home District modify minimum front and side setbacks to be consistent with R-1 and R-2 requirements. When those chapters were updated in 2019, the TH District was missed. The only area of the City zoned TH is in the Prairie View Ridge subdivision. The builder may seek to utilize the proposed changes in projects this spring.

The proposed change in lot dimensions is to provide for actual existing lot dimensions of twin home lots in the City, particularly those in the Clubview Neighborhood.

Suggested Motion: I move to recommend / not recommend approval of Ordinance 3A-21.

ITEM 8 - Discuss/Consider recommendation to Council regarding Resolution 3A-21 dedicating Perseverance Park (Discussed at February 22nd Parks Board Meeting and will be discussed at the March 11, 2021 Council Meeting).

See Enclosed:

- Proposed Resolution 3A-21

Discussed at the February 22nd Parks Board, for recommendation to the City Council.

As you may recall, the dedication of the Prairie View Ridge neighborhood included dedication of parkland to the City. The matter of naming the parkland was discussed by the Parks Board with the recommendation of “Perseverance Park”. The proposed resolution includes a brief description of the purpose of such name, including:

- Recognition of the tremendous perseverance by the people of Altoona and across the world throughout the ongoing Covid-19 pandemic, reaching one year extent within our community this very month;
- The U.S. National Aeronautics and Space Administration (NASA) successfully landed the Perseverance Rover on the planet Mars on February 18th, 2021, a historic mission marking the next progression in human exploration of our solar system, the search for evidence of past life, test new technology, and advance frontiers of knowledge.

The name Perseverance Park is to forever dedicate in our common memory and for future generations the historic events of this past year, as well as the quality and value of perseverance through adversity and hardship. The motion to recommend the name included the dedication of a marker describing the meaning and purpose of this name and the events of this year to stimulate reflection, to be placed and maintained with future improvements to the park.

The name was suggested by Parks Board Member Bruce Thielen, and welcomed with unanimous consent by the Parks Board.

Suggested Motion: I move to recommend / not recommend approval of Resolution 3A-21.



[To Agenda>>](#)

MEMORANDUM

TO: Altoona Plan Commission
FROM: Joshua Clements, City Planner
DATE: March 9, 2021
SUBJECT: Summary of March 9, 2021 Plan Commission

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(VI) NEW BUSINESS

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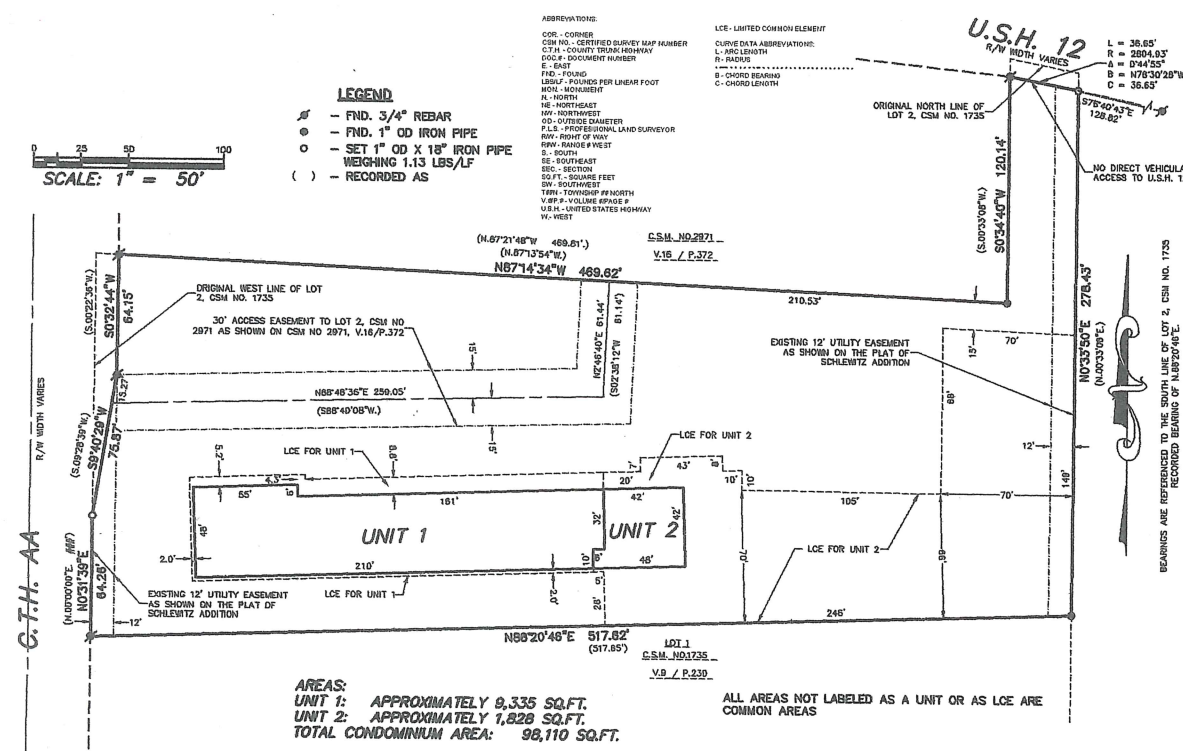
No structural improvements or construction activities are proposed at the property at this time.

Suggested Motion: I move to close the public hearing.

ITEM 2 - Discuss/Consider recommendation to Council regarding Preliminary Plat (Condominium) as submitted by Ed Bohn for parcel 201235003000. (Will be discussed at the March 11, 2021 Council Meeting).

See ITEM 1 for materials and summary.

Suggested Motion: I move to recommend / not recommend Council approval of the Preliminary Plat.



SURVEYOR'S CERTIFICATE:

I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT BY THE DIRECTION OF ED BOHN I HAVE SURVEYED AND MAPPED THE CONDOMINIUM PLAT OF THE SHED LOCATED IN NORTHWEST QUARTER OF THE SOUTHWEST QUARETER, SECTION 30, TOWNSHIP 27 NORTH, RANGE 8 WEST, CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN BEING PART OF LOT 2,, CERTIFIED SURVEY MAP NUMBER 1735, RECORDED IN VOLUME 9, PAGES 230-232 AS DOCUMENT NUMBER 787430 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2;
- THENCE N.88°12'18\"E. 517.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT;
- THENCE N.00°25'22\"E., ALONG THE EAST LINE OF SAID LOT, 278.43 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF U.S.H. 12;
- THENCE 36.65 FEET NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERY, THE LONG CHORD WHICH BEARS N.78°30'28\"W. 36.65 FEET AND HAVING A RADIUS OF 2804.93 FEET, TO ITS INTERSECTION WITH A WEST LINE OF SAID LOT 2;
- THENCE S.00°26'12\"W., ALONG SAID WEST LINE, 120.14 FEET TO AN INSIDE CORNER OF SAID LOT 2;
- THENCE N.87°23'02\"W., ALONG THE NORTH LINE OF SAID LOT, 469.62 FEET TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF C.T.H. AA;
- THENCE S.00°24'16\"W., ALONG SAID EAST LINE, 64.15 FEET TO AN ANGLE POINT IN SAID EAST LINE;
- THENCE S.09°32'01\"W., ALONG SAID EAST LINE, 75.88 FEET TO AN ANGLE POINT IN SAID EAST LINE;
- THENCE S.00°23'11\"W., ALONG SAID EAST LINE, 64.26 FEET TO THE POINT OF BEGINNING.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND SHOWS THE CORRECT LOCATION OF THE BUILDINGS BUILT OR TO BE BUILT THEREON.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND A-E 7 WISCONSIN ADMINISTRATIVE CODE IN SURVEYING AND MAPPING THE SAME.

PETER J. GARTMANN, P.L.S. 2279

DATED THIS _____ DAY OF _____, 2021

EAU CLAIRE COUNTY CERTIFICATION:

I, DEAN J. ROTH, EAU CLAIRE COUNTY SURVEYOR HAVE REVIEWED THE CONDOMINIUM INSTRUMENTS FOR THE SHED AND CERTIFY PER WISCONSIN STATUTE 703.115(1) THAT SUCH INSTRUMENTS ARE APPROVED FOR RECORDING.

DEAN J. ROTH
 EAU CLAIRE COUNTY SURVEYOR

DATED THIS _____ DAY OF _____, 2021

COMMON COUNCIL RESOLUTION:

RESOLVED, THAT THIS CONDOMINIUM PLAT OF THE SHED, IN THE CITY OF ALTOONA, IS HEREBY APPROVED BY THE COMMON COUNCIL.

APPROVED: _____ (DATE)
 SIGNED: _____

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL, CITY OF ALTOONA.

(SIGNATURE) _____
 CINDY BAUER, CITY CLERK

**CONDOMINIUM PLAT OF
 THE SHED**

LOCATED IN THE NW¼ OF THE SW¼, SECTION 30, T27N, R8W,
 CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN
 BEING PART OF LOT 2, CSM NO. 1735, V.16/P.230

Document No: _____

**DECLARATION OF CONDOMINIUM
FOR THE SHED CONDOMINIUM**

RETURN TO:
Von Ruden & Nix, S.C.
4410 Golf Terrace, Suite 210
Eau Claire, WI 54701
Attn: Stephen J. Huebscher

See attached Exhibit A

Parcel Numbers:

THIS DECLARATION OF CONDOMINIUM (this "Declaration") is made as of this ____ day of February, 2021 (the "Effective Date"), by THE BOHN SHED INC., a corporation incorporated under the laws of the State of Wisconsin ("Declarant").

ARTICLE 1 - DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined herein), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes, as amended (the "Condominium Ownership Act").

ARTICLE 2 - NAME; DESCRIPTION OF PROPERTY; RESTRICTIONS

Section 2.1 Name. The name of the condominium created by this Declaration is THE SHED CONDOMINIUM (the "Condominium").

Section 2.2 Legal Description. The real estate comprising the Property (the "Land") is located in the City of Altoona, Eau Claire County, State of Wisconsin, and is legally described on **Exhibit A** attached hereto and incorporated herein by reference. The Property is part of a facility consisting of a commercial building, outdoor kennels, and parking area known as The Shed project (the "Project").

Section 2.3 Addresses. The initial addresses associated with the Condominium are 1519 Mayer Road, Altoona, Wisconsin, 54720.

Section 2.4 Covenants, Conditions, Restrictions and Easements. On the date this Declaration is recorded, the Condominium shall be subject to:

- (a) General taxes not yet due and payable;

- (b) Easements and rights in favor of gas, electric, telephone, water, cable and other utilities;
- (c) All other easements, covenants, and restrictions of record;
- (d) All municipal, zoning, and building ordinances and agreements with any municipality;
- (e) All other governmental laws and regulations applicable to the Condominium;
- (f) All mortgages of record; and
- (g) The rights of all Unit Owners (as hereinafter defined) to travel across the Common Elements to access their individual Units and Limited Common Elements (as hereinafter defined).

ARTICLE 3 - DESCRIPTION OF BUILDING AND UNITS

Section 3.1 Identification of Building and Units. The Condominium shall initially consist of two (2) units (each a “Unit”, and collectively the “Units”) located in the building (the “Building”) identified on the condominium plat attached hereto as **Exhibit B** and incorporated herein by reference (the “**Condominium Plat**”), as such Building is more particularly described in Section 3.2 below. The Condominium Plat shows floor plans that generally describe and show the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 and 2, inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a “**Unit Owner**”. Each Unit shall be initially owned as a single Condominium Unit, but may be further separated or subdivided by creating a Divided Unit as hereinafter provided in Article 6. Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner. The Declarant is included in the definition of Unit Owner with regard to unsold Units for which an occupancy permit has been issued by the City of Altoona.

Section 3.2 Description of Building. The Building is a one (1) story commercial structure comprised of approximately 11,163 gross square feet, consisting of a commercial Unit containing approximately 9,335 gross square feet, or approximately 84% of the Building (Unit 1), and another commercial Unit containing approximately 1,828 gross square feet, or approximately 16 % of the Building (Unit 2). The Building contains approximately [_____] square feet of common area, as more particularly shown on the Condominium Plat. The boundaries of each Unit are more particularly described on the Condominium Plat and in Section 3.3 below. Each of the Units are designated for use as commercial, retail or office space.

Section 3.3 Boundaries of Units. The boundaries of each Unit shall be as generally shown on the Condominium Plat, and as more particularly described below.

(a) *The upper boundary* is the bottom of the horizontal plane of the undecorated finished ceiling of the Building extended to an intersection with the parametrical boundaries;

(b) *The lower boundary* is the horizontal plane of the Building’s undecorated finished floor extended to an intersection with the parametrical boundaries;

(c) *The parametrical boundaries* are the vertical planes of the exterior of the perimeter walls extending to the intersections with each other and the upper and lower boundaries of that part of the Building shown as being part of Unit 1 or Unit 2, respectively, on the Condominium Plat, but also including

overhangs, sconces, outside lighting, and anything affixed to or through the exterior perimeter wall of the Building which adjoins Unit 1 or Unit 2, respectively, all as shown on the Condominium Plat.

Section 3.4 Description of Units.

(a) **Included in Unit.** A Unit shall include, without limitation, all improvements now or hereafter located within the above-described boundaries, including:

- (1) Windows and doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit;
- (2) Interior and exterior lights and light fixtures and finishes;
- (3) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;
- (4) Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them;
- (5) Plumbing fixtures, hot water heaters, fire sprinkler heads, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit;
- (6) Even if located outside the above-described Unit boundaries, the heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit;
- (7) Exterior overhangs, light sconces, exterior decorations, attachment devices and fixtures attached to the interior or outside walls of any part of a designated Unit; and
- (8) Flooring, underlayment, or other floor coverings.

(b) **Excluded from Unit.** Specifically not included as part of a Unit are those structural components of the Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility components and/or lines running through a Unit that serve more than one Unit are Common Elements (as hereinafter defined). Those that serve only another Unit shall be deemed a part of that other Unit.

ARTICLE 4 - COMMON ELEMENTS; LIMITED COMMON ELEMENTS

Section 4.1 Common Elements. The common elements (the "Common Elements") include the following:

- (a) The Land;
- (b) The parking lot, drive aisles, and sidewalks situated on the Land;

(c) Any landscaping or lawn areas situated on the Land not designated as a limited common area on the Plat map;

(d) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs, or parts thereof, which are not assigned to a specific Unit in Article 3);

(e) All compartments for installation of central services such as power, light, gas, cold and hot water, refrigeration, central air conditioning and central heating, reservoirs, water tanks and pumps, and the like;

(f) That part of any fire sprinkler system and its associated piping and operating mechanisms serving more than one (1) Unit;

(g) Any garbage enclosures situated on the Land; and

(h) Any other portion of the improvements to the Land that is not part of a Unit as described above or as shown on the Condominium Plat.

Section 4.2 Limited Common Elements. Certain Common Elements as described in this Section 4.2 shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements". The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein and shall be considered Limited Common Elements:

(a) Access ways attached to, leading directly to or from, or adjacent to each Unit;

(b) Any other Common Element specifically listed as a Limited Common Element on the Condominium Plat; and

(c) Parking areas exclusively for the use of one or more but less than all of the Units as specified on the Condominium Plat.

Section 4.3 Improvements to Limited Common Elements. A Unit Owner may improve the Limited Common Elements appurtenant exclusively to that Unit Owner's Unit if all of the following conditions are met:

(a) A statement (i) describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and (ii) listing the identification of the contractor, is submitted to and approved by the Board of Directors of the Association;

(b) The improvements will neither interfere with the use and enjoyment of any other Unit, nor the Common Elements or Limited Common Elements of the Condominium;

(c) The improvement will not impair the structural integrity of the Condominium, at the reasonable discretion of the Board of Directors;

(d) The improvement will not adversely affect and shall be consistent with the high quality, design, and aesthetics of the Building as originally constructed; and

(e) All costs and expenses of the improvement and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement are the obligation of the Unit Owner. Additionally, said Unit Owner shall defend and hold the other Unit Owner(s) and the Association harmless from any liens on the Land that may arise out of such improvement.

Section 4.4 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of the Building, or as a result of settling or shifting of the Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.3 and 3.4 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of the Building, or as a result of settling or shifting of the Building, then a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as hereinafter defined), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.4, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE 5 - PERCENTAGE INTERESTS; VOTING

Section 5.1 Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to the percentage of floor plan area allocated to each Unit. The percentage interest shall be recalculated in the event the number of total Units should change in the future. Initially, Unit 1's percentage interest shall be Eighty-four percent (84%), and Unit 2's percentage interest shall be Sixteen percent (16%).

Section 5.2 Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

Section 5.3 Voting. Notwithstanding the percentage interests listed in Section 5.1 above, Unit 1 and Unit 2 shall each receive one (1) vote at meetings of the Association (as defined in Article 7) or for all other voting purposes as may be allowable hereunder or under the Bylaws (as hereinafter defined).

Section 5.4 Multiple Owners. Unless otherwise provided in the Bylaws, if there are multiple owners of any Unit, or if there are multiple owners of Sub-Units in a Divided Unit, the vote for the Unit or Divided Unit (as applicable) shall be cast as agreed by the persons who have an ownership

interest in the Unit or Divided Unit (as applicable), and if only one such person is present it is presumed that person has the right to cast the Unit vote unless contrary evidence is presented.

Section 5.5 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

Section 5.6 Tax Assessments. For real estate tax assessment purposes, the following provisions shall apply:

(a) 2020. Real estate taxes and assessments assessed against the Land for calendar year 2020 shall be payable entirely by Declarant.

(b) 2021. Real estate taxes and assessments assessed against the Land and the Building for calendar year 2021 shall be prorated based upon each Unit Owner's proportionate share for the Building (i.e., []% shall be assessed to Unit 1 and []% shall be assessed to Unit 2).

(c) 2022. Real estate taxes and assessments due and payable in and for calendar year 2022 and beyond shall be billed directly to the Unit Owners by the City of Altoona based on the City's assessments.

(d) True-Ups. In the event any real estate taxes or assessments are assessed against the Land as an entire parcel, or if a Unit Owner is assessed for a portion of the Land contrary to the intentions set forth in the Section 5.6(b) above, the parties hereby agree to work together in good faith to properly allocated and pay any real estate tax assessments based upon said above intentions.

ARTICLE 6 - SUBDIVISION OF UNITS

Section 6.1 Subdivision of Units. The Unit Owner of any of the initial Units may create further separate condominium Unit or multiple Units within such Unit owned (the "Divided Unit", as applicable), upon (a) obtaining the consent of the Association, which consent shall not be unreasonably withheld, (b) by amending the Declaration and Condominium Plat, and (c) assigning a new identifying number to each new unit created by the subdivision of the Unit. Said Amendment shall be in accordance with Wis. Stat. § 703.13(7). Upon the subdivision of the applicable Unit into two or more individual units, the Association shall label each new Unit as a "Sub-Unit"; provided, however, that such Sub-Units may thereafter be considered a "Unit" hereunder in applying the provisions of this Declaration, as amended, with the exception of voting rights which shall remain one (1) vote for Unit 1 and one (1) vote for Unit 2 regardless of any Divided Unit or Sub-Unit that may be created therein. The Association shall allocate to the Sub-Unit(s) all of the undivided interest in the Common Elements and rights to use the Limited Common Elements formerly appertaining to the original Divided Unit. The amendment to the Declaration shall also reflect the proportionate allocation to the Sub-Unit of the liability for taxes and Common Expenses, and the right to any Common Surplus (as hereinafter defined). There shall be no limitation on the time frame for which each Unit Owner may separate or subdivide their respective Unit into Sub-Units. Each such Sub-Unit(s) shall thereby become a separate Unit within the Divided Unit, which may include a subdivision of the Limited Common Elements appurtenant to the applicable Divided Unit, which may thereafter be

assigned or apportioned to such Sub-Unit, as it pertains (to be more particularly described in the amended Condominium Plat).

Section 6.2 Proration of Common Expenses. Under the amendment to the Declaration upon such further sub-division, each Sub-Unit shall be responsible to the extent of its pro-rata share of Common Expenses as such expenses pertain to the responsibility of the Sub-Unit to pay for such expenses to the Association, as provided herein and as set forth in Section 5.1.

Section 6.3 Miscellaneous. The Association shall not unreasonably withhold approval of a subdivision of any Unit and shall join in the amendment to the Declaration for the subdivision of a Unit to the extent required to accomplish the purposes of this Article, and shall execute all documents necessary to achieve the subdivision. The amendment to the Declaration shall provide that any and all liens on any Sub-Units arising by virtue of Wis. Stat. § 703.165 or by this Declaration shall be the responsibility of the Sub-Unit; provided, however, that all Common Expenses allocated to the Divided Unit under this Declaration shall be allocated to the Sub-Unit by the Amendment and in the event any Common Expenses or other assessments levied against the Divided Unit by the Association are not paid when due, the Association shall have a lien on each Sub-Unit, but only to the extent that the owner of such Sub-Unit has failed to pay, when due, any of such expenses which have been assessed against the Sub-Unit by the Association hereunder. The amendment to the Declaration shall further provide that each Sub-Unit shall also be entitled to an undivided ownership interest in the Common Elements and Limited Common Elements in proportion to the gross square footage assigned to said Sub-Unit in relation to the entire gross square footage of the Building. All mortgages on the Divided Unit are subject to and subordinate to the rights of the applicable Unit Owner or Sub-Unit Owner to create a Sub-Unit, and to any amendment to the Declaration evidencing the same. This Declaration, as amended, the Bylaws, the Articles (as hereinafter defined) and the Rules and Regulations (as hereinafter defined) which are applicable to the Divided Unit shall be made part of and shall not be modified by the separation of the Divided Unit into a Sub-Unit or Sub-Units.

ARTICLE 7 - CONDOMINIUM ASSOCIATION

Section 7.1 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as **THE SHED CONDOMINIUM OWNERS ASSOCIATION, INC.** (the "Association" or the "Condominium Owner's Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose, or to a Manager (as hereinafter defined) as provided in Section 7.10 below. The Association shall be incorporated as a nonstock corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), Chapter 703 or the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit or Sub-Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations", See Exhibit D attached hereto), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

Section 7.2 **Declarant Control.** Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall initially totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold or transferred to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent.

Section 7.3 **Board of Directors.** The affairs of the Association shall be governed by a board of directors (the "Board of Directors").

Section 7.4 **Maintenance and Repairs.**

(a) **Units.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within such Unit Owner's Unit, or such improvements constructed by such Unit Owner in or on the Limited Common Element area reserved for such Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems, even if the same are located in another Unit. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to any other Unit, Sub-Unit, Limited Common Element, or Common Element, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit (or such further time as is reasonably necessary provided the Unit Owner is working diligently to correct the condition), shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.7. Notwithstanding any provision herein to the contrary, all maintenance, repairs or replacements by a Unit Owner to the exterior walls of the building, or capital expenditures related thereto, must be approved with the prior consent of the Association, which consent shall not be unreasonably withheld.

(b) **Limited Common Elements.** The owner of Unit 2 shall be responsible for the maintenance of the lawn and fences for area designated in the Condominium Plat as the Limited Common Element appurtenant to Unit 2. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, and general cleanliness of the Limited Common Elements which use is reserved to its Unit. If a Unit Owner fails to maintain the general cleanliness and presentability of a Limited Common Element, the Association may, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, have the right to correct such condition and the Unit Owner of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.7.

(c) **Common Elements.** Except as hereinabove provided, the Association of Manager, as the case may be, shall be responsible for the management and control of the Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Common Elements for general maintenance, testing, and operation of the fire sprinkler system (other than sprinkler heads); and for snow plowing all sidewalks, driveways, parking lots, private streets, and the maintenance, repair, and replacement of all outdoor amenities, including landscaping, sidewalks, and driveways which are not the responsibility of a Unit Owner or a third party based on a separate agreement.

(d) Damage Caused by Unit Owners or Unit Occupant(s). To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or a Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit; or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or a Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof); or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owner of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

Section 7.5 Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.4, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: lawn care; landscaping; snow shoveling and plowing; improvements to the Common Elements; security lighting for the Common Elements; municipal utility services provided to the Common Elements; and maintenance and management salaries and wages. Additionally, Common Expenses shall include the Condominium's share of the common expenses for the portions of the Project not subject to any condominium declaration and other areas not allocated to a Unit under this agreement, including maintenance, repair, and replacement of access roads, parking areas, and driveways within the Project, and snow removal, landscaping, and street lighting within the Project.

Section 7.6 General Assessments. The Association shall levy quarterly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners or Declarant, as applicable, shall be assessed in proportion to their percentage interests in the Common Elements. General Assessments shall be due in advance on the first day of each quarter, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. If the Association has established a statutory reserve account under Wis. Stat. § 703.163, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

Section 7.7 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for (a) deficiencies in the case of destruction or condemnation as set forth in Section 10.5 and Section 11.5, respectively; (b) defraying the cost of improvements to the Common Elements; (c) for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.4 and Article 14; or (d) or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the

Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

Section 7.8 Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any Construction Fund as described in Section 10.6 and Section 11.6, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

Section 7.9 Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

Section 7.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Any amount payable by the Association to the Manager under the management contract shall be chargeable to the Unit Owners as a Common Expense. The management contract shall be subject to termination by the Association pursuant to Wis. Stat. § 703.35. Certain services may be available only on a fee-for-service basis by agreement between the Manager and a specific Unit Owner. Notwithstanding the foregoing, initially there shall be no overall manager hired by the Association and until such time as the Association determines to the contrary, each Unit Owner shall be responsible for employing, at its own expense, a manager for its own Unit.

Section 7.11 Enforcement of Lien. The Association may bring an action at law against the Unit Owner obligated to pay the same, for collection of its unpaid proportionate share of the Common Expenses, or foreclose the lien against the Unit(s) owned by such Unit Owner, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each Unit Owner, by acceptance of a deed to a Unit, hereby expressly vests in the Association or its agents the right and power to bring all actions against such Unit Owner for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. The lien provided for in this Section shall be in favor of the Association and shall be for the common benefit of all Unit Owners. The Association acting on behalf of the Unit Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

ARTICLE 8 - ALTERATIONS AND USE RESTRICTIONS

Section 8.1 Unit Alterations.

(a) General Restrictions on Alterations. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Building, and do not impair any easement. A Unit Owner may not change the dimensions or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written consent of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification or amendment to this Declaration and the Condominium Plat before it shall be effective and must comply with the then-applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) Alteration to Adjoining Units. A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) Percentage Interest Upon Acquisition of Adjoining Units. If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's percentage interest in the Common Elements shall be equal to the combined percentages of the Units from which the resulting Unit was created.

Section 8.2 Separation, Merger and Boundary Relocation. Separation of Units shall be as provided in Article 6. Boundaries between Units may be relocated upon compliance with Wis. Stat. § 703.13(6) and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Wis. Stat. § 703.13(8) and with the written consent of the Association. No boundaries of any Units may be relocated and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation or merger of Units shall provide to the Association for review complete plans and specifications for the relocation or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(a) Relocation. In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit, the percentage interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the resulting Unit, and the denominator of which is the square footage of both resulting Units. The product is the new percentage interest for the resulting Unit.

(b) Merger. In the case of the merger of two or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(c) Amendment. An amendment to the Declaration or the Condominium Plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

Section 8.3 Use and Restrictions on Use of Units. The use of each Unit is hereby restricted as follows, and such uses shall not be changed without the consent of the Association:

(a) General Use and Restrictions. The Units and Sub-Units shall be used only for offices, commercial and/or retail purposes and uses appurtenant thereto as set forth in the Condominium Declaration Use Rules attached hereto as **Exhibit C**. In the event any Unit Owner is required to obtain a conditional use permit for a certain tenant or tenants of all or any portion of such Unit, the other Unit Owner(s) agrees to not object to any such conditional use permit application(s), provided that such conditional use is listed as a permitted use in **Exhibit C**.

(b) General Rules. The Units and Sub-Units shall also be subject to the Rules & Regulations shown on **Exhibit D** attached hereto as the same may be changed from time to time by action of the Condominium Owners Association.

Section 8.4 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.1. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

Section 8.5 Lease of Units.

(a) Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

(1) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same;

(2) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of forty-five (45) days following delivery of written notice to the tenant specifying the violation; and

(3) The lease does not allow the tenant to use the premises for any prohibited purpose as set forth on **Exhibit C** attached hereto.

(b) Liability of Unit Owner. During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The restrictions against leasing contained in this Section 8.5 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

Section 8.6 Signs. The Unit Owner of either Unit may attach signage to the exterior of the Building to the extent allowable by applicable law; provided that said Unit Owner shall first confer with the Association to ensure that said signage is reasonably acceptable and will not endanger the structural integrity of the Building. The Unit Owner of either Unit may allow signs to be displayed from the interior and/or window space of Units to the extent allowable by applicable law.

Section 8.7 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All garbage shall be placed in the appropriate trash receptacle(s).

Section 8.8 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted, unless specifically allowed in the current applicable Rules and Regulations.

Section 8.9 Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside of the Owner's Unit without the prior written consent of the Association.

Section 8.10 Antennas. No Unit Owner, or any tenant of any Unit Owner, shall install, erect or place any radio, television, or other antenna anywhere on the exterior of the Building without the prior consent of the Association.

ARTICLE 9 - INSURANCE

Section 9.1 Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for each Unit as originally constructed as of the date the occupancy permit for each Unit was originally issued, and for the Association's service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all personal property located therein for not less than the full replacement value thereof or actual cash value. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and shall list each Unit Owner as an additional insured with respect to its Unit. The policy(ies) shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article 10.

Section 9.2 Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000.00 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

Section 9.3 Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named

insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

Section 9.4 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

Section 9.5 Standards for All Insurance Policies. All insurance policies provided under this Article 9 shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE 10 - RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

Section 10.1 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to \$5,000.00 times the number of Units then making up the Condominium. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

Section 10.2 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (a) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (b) the Board of Directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

Section 10.3 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

Section 10.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.1 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees

shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.6.

Section 10.5 Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

Section 10.6 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds". It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

Section 10.7 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE 11 - CONDEMNATION

Section 11.1 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

Section 11.2 Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

Section 11.3 Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless all of the Unit Owners and the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

Section 11.4 Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

Section 11.5 Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

Section 11.6 Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

Section 11.7 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE 12 - MORTGAGEES

Section 12.1 Notice. Any holder, insurer or guarantor of a recorded mortgage encumbering a unit, and any vendor under a recorded land contract encumbering a Unit (in each case, a "Mortgagee"), which in any of the foregoing cases has so requested of the Association in a writing received by the Association's agent for service of process, shall be entitled to receive timely written notice of the following matters:

- (a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the Bylaws;
- (b) After 30 days, any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles or Bylaws or the Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage or land contract;
- (c) Any physical damage to the Common Elements in an amount exceeding five percent (5%) of their replacement value;
- (d) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage or land contract;
- (e) Any sixty (60)-day delinquency in the payment of any charges and assessments owed under Article 7 above by the owner of any Unit securing the mortgage or land contract;
- (f) A lapse, cancellation, or material modification of any insurance policy maintained by the Association;
- (g) Any proposed action that requires the consent of a specified percentage of Mortgagees; and

(h) Any proposed amendment of this Declaration, the Articles or Bylaws that would affect a change in:

(1) The boundaries of any Unit subject to the mortgage or land contract, or the exclusive easement rights appertaining thereto;

(2) The percentage interest appurtenant to any Unit subject to the mortgage or land contract;

(3) The number of votes in the Association appertaining to any Unit subject to the mortgage or land contract; or

(4) The purposes to which any Unit subject to the mortgage or land contract or the Common Elements are restricted.

Section 12.2 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article 13 of this Declaration, neither Section 12.1 nor any Section of this Declaration requiring the approval of any Mortgagee to any action, nor any amendment of a material adverse nature to Mortgagees generally, shall be amended or adopted unless all Mortgagees have given their prior written approval. The Mortgagees of at least fifty-one percent (51%) of the mortgaged Units must consent to an amendment that is materially adverse to the Mortgagee's interests. If a Mortgagee does not respond within sixty (60) days after receipt of proper notice of any written proposal to amend this Declaration, such amendment shall be deemed approved by that Mortgagee, provided such notice was delivered to the Mortgagee by certified or registered mail with a return receipt requested.

Section 12.3 Owners of Unmortgaged Units. Except as otherwise set forth in Section 12.2 above, whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

Section 12.4 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE 13 - AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended only with the written consent of all Unit Owners (which shall include the Declarant in the event the Declarant owns any unsold Unit(s) prior to the waiver or termination of Declarant control as provided herein), which consent may not be unreasonably withheld. No Unit Owner's consent shall be effective without the consent of the first Mortgagee of such Unit. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Eau Claire County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

ARTICLE 14 - REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Altoona, Wisconsin or Eau Claire County, Wisconsin to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article 7), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefore. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article 7. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE 15 - MISCELLANEOUS

Section 15.1 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the City of Altoona or public or semi-public utility companies easements and rights-of-way for the erection, construction, and maintenance of all poles, cabling, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

Section 15.2 HVAC Easements and Related Services Easements. Non-exclusive easements are hereby granted and declared throughout Unit 1 and 2 and any Common or Limited Common Areas for the benefit of the Unit Owner and any Sub-Unit Owners of Unit 1 or Unit 2 for the installation, use, repair, improvement, and maintenance of any needed heating, ventilation, air conditioning equipment,

fire suppression equipment, and related services on the roof of the building, and otherwise to appropriately connect the same to Unit 1 or Unit 2, respectively, and to the required services. Such equipment will be installed so as to reasonably minimize any encroachment into any of the Units and be within the construction tolerances of the Building. Said installation, use, maintenance, improvements, and repairs may include access through walls, dedicated access doors, and the like. In the event such installation, use, repairs, improvement, or maintenance damages any portion of Unit 1 or 2, the Unit Owner or applicable Sub-Unit Owner(s) of Unit 1 or 2, respectively, shall be responsible for all costs, expenses, and repair necessary to return Unit 1 or 2, as applicable, back to its prior condition.

Section 15.3 Right of Entry. By acceptance of a deed to a Unit, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.4. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

Section 15.4 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.7. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

Section 15.5 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

Section 15.6 Declarant Access During Construction of Improvements. During any period of construction of the Building and other improvements on the Property by the Declarant, the Declarant and its contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping, and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

Section 15.7 Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is The Bohn Shed Inc, 1303 Daniels Road, Altoona, Wisconsin 54720. The resident agent may be changed by the Association in any manner permitted by law.

Section 15.8 Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as Declarant may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become the Declarant under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

Section 15.9 **Conflicts.** If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

Section 15.10 **Deadlock.** In the event of any deadlock in voting with respect to this Declaration, such deadlock shall be resolved as follows: (1) the parties agree to mediate the dispute; or (2) if either party so requests at any point, by binding arbitration in Eau Claire County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then current rules of the American Arbitration Association provided, however, that such arbitration need not be conducted by the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as may otherwise be provided in this Declaration. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, Declarant has caused this Declaration of Condominium to be executed as of the Effective Date.

DECLARANT:

THE BOHN SHED INC.
a Wisconsin corporation

By: _____
Name: XXXXX
Its: President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF EAU CLAIRE)

Personally came before me on the ____ day of February, 2021, the above-named XXXX, Manager of The Bohn Shed Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____, Notary Public
State of Wisconsin
My commission expires: _____

This Instrument Drafted By:

Stephen J. Huebscher
Von Ruden & Nix, S.C.
4410 Golf Terrace, Suite 210
Eau Claire, WI 54701

CONSENT OF MORTGAGEE

The undersigned, being the holder of:

1. The below-listed mortgage and assignment of leases and rents, if applicable, executed by **The Bohn Shed Inc.** to the undersigned, recorded in the office of the Register of Deeds of Eau Claire County, Wisconsin on _____, _____, as Document Nos. _____, respectively;

does hereby consent to all of the terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this _____ day of February, 2021

LENDER:

By: _____
 Name: _____
 Its: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
 COUNTY OF _____)

Personally came before me this _____ day of February, 2021, _____, as _____ of _____, who acknowledged the foregoing document for the purposes recited therein on behalf of _____.

 Name: _____
 Notary Public, State of _____
 My Commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

The Land comprising the Property is legally described as follows:

[*Exhibit A*]

EXHIBIT B

CONDOMINIUM PLAT

[Attached.]

[Exhibit B]

EXHIBIT C

CONDOMINIUM DECLARATION USE RULES

I. Permitted Uses:

- Automatic Teller or similar machine areas
- Book, video, movie, computer rental or sales
- Computer/video gaming and arcade
- Restaurants
- Groceries, meat market, delicatessen, bakery
- Bars, taverns, and pubs
- Coffee, tea, espresso and other lawful food and beverage store
- Fitness facilities and merchandise sales
- Copy, postal, packaging, mailing and wrapping services
- Clothing or apparel stores
- Shoe stores
- General office equipment or supplies
- Doctor, chiropractor, dentist offices
- Pharmacy and drug stores
- Office activities
- Personal services (not including massage parlors or tattoo and body piercing services)
- Flower shops
- Housewares stores
- Furniture stores
- Sporting goods stores (including bicycles)
- Cameras and photo stores
- Tailor stores
- Locksmith stores
- Beauty parlor/barbershop
- Convenience store
- Dog kennel
- Antique or re-sale store

II. Prohibited Uses:

- Mortuaries or crematory
- Shooting gallery
- Off-track betting (provided the state-sponsored lottery tickets shall not be prohibited)
- Refinery
- Adult bookstore or facility selling or displaying pornographic books, literature, video tapes, or visual media (material shall be considered “adult” or “pornographic” for such purpose if the same are not available for sale or rent to children under 18 years old because they explicitly deal with or depict human sexuality) and adult cabarets
- Any establishment displaying or selling illegal drug related materials
- Any residential use
- Skating or roller rink

- Car wash or car repair
- Homeless shelters or temporary housing facility
- Probation or parole agency
- Recycling facility
- Tattoo and/or body piercing services

III. Uses Subject to Approval Process:

- All uses not addressed above may only be allowed by an affirmative vote of the Association's Board of Directors. The Board shall make the determination based on the nature of the proposed use and its likeness, compatibility, and for no or minimal effect on the sale value of the other Units or Sub Units in the building. Their decision can be appealed without prejudice through a single arbitrator process. Said process shall be governed by the same procedures as provided in the Association Bylaws, as the same may be amended from time to time.

EXHIBIT D

CONDOMINIUM RULES AND REGULATIONS

1. All loading and unloading of goods, merchandise, supplies, and fixtures shall be done only in the areas and through the entrances of the building designated for such purposes. During the initial stocking of a store, the Unit Owner/tenant may use the front entrance for loading and unloading. Use of the loading areas must be scheduled with the property manager in advance and shall be limited to a specific duration as determined by the property manager. Vehicles left in the loading area without prior approval will be subject to tickets and towing.
2. All garbage and refuse shall be stored in the dumpsters outside the Building and shall be prepared for collection in the refuse area in the manner specified by the property manager.
3. No aerial of any kind or type shall be erected on the roof or exterior walls of the Building without the express approval of the Association.
4. Except for the material expressly permitted by Wis. Stats. §703.105 (which shall be subject to reasonable regulation by the property manager under Wis. Stats. §703.105(2)), no signs or graphics shall be inscribed, attached, affixed, or painted on any window or exterior wall without prior written approval of the property manager, which approval may not be unreasonably withheld. Any such sign or graphics not so approved shall be removed by the occupant and/or Unit or Sub-Unit owner at the request of the property manager.
5. No Unit or Sub-Unit owner or other occupant shall install any lighting or plumbing fixtures, shades, or awnings, or put any decorations or painting, or build any fences or similar devices on the roof or exterior walls of the Project without prior written approval of the property manager.
6. No Unit or Sub-Unit owner or other occupant shall place anything including, but not limited to, merchandise displays, advertisements, or signs in any of the common areas of the Project or the parking lot, drive aisles or sidewalks adjacent thereto, without prior approval of the property manager.
7. All permanent signs shall comply with the approved City of Altoona sign permit and shall be approved by the property manager. Signs not in compliance, or not approved, will be subject to removal. Any temporary signs must be approved by the property manager.
8. No Unit or Sub-Unit owner, or other occupant shall hold auction, fire, or bankruptcy sales in the Project without the prior consent of the property manager.
9. All mechanical installations shall be performed by contractors approved by, performed in a manner consistent with, and placed in accordance with the directions of the property manager.

THE CITY of *Altoona*

NOTICE OF HEARING

City of Altoona
Preliminary Plat

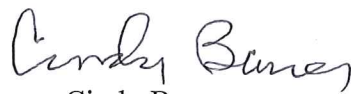
NOTICE IS HEREBY GIVEN that on **Tuesday, March 9, 2021 at 5:30 p.m.** (or as soon thereafter as is practical) there will be a public hearing before the Plan Commission on Zoom Teleconference/Video Conference regarding a proposed Preliminary Plat (Condo Plat) as submitted by Ed Bohn for parcel 201235003000 located at 1519 Mayer Road, Altoona, WI.

Due to Coronavirus COVID-19 residents are encouraged to attend the Plan Commission Meeting via the application Zoom until further notice. Visit the City's website at www.ci.altoona.wi.us for more information. A copy of the proposed Plat is available upon request from the City Clerk's Office, City Hall, 1303 Lynn Avenue, Altoona. Public input regarding the proposed Plat is invited.

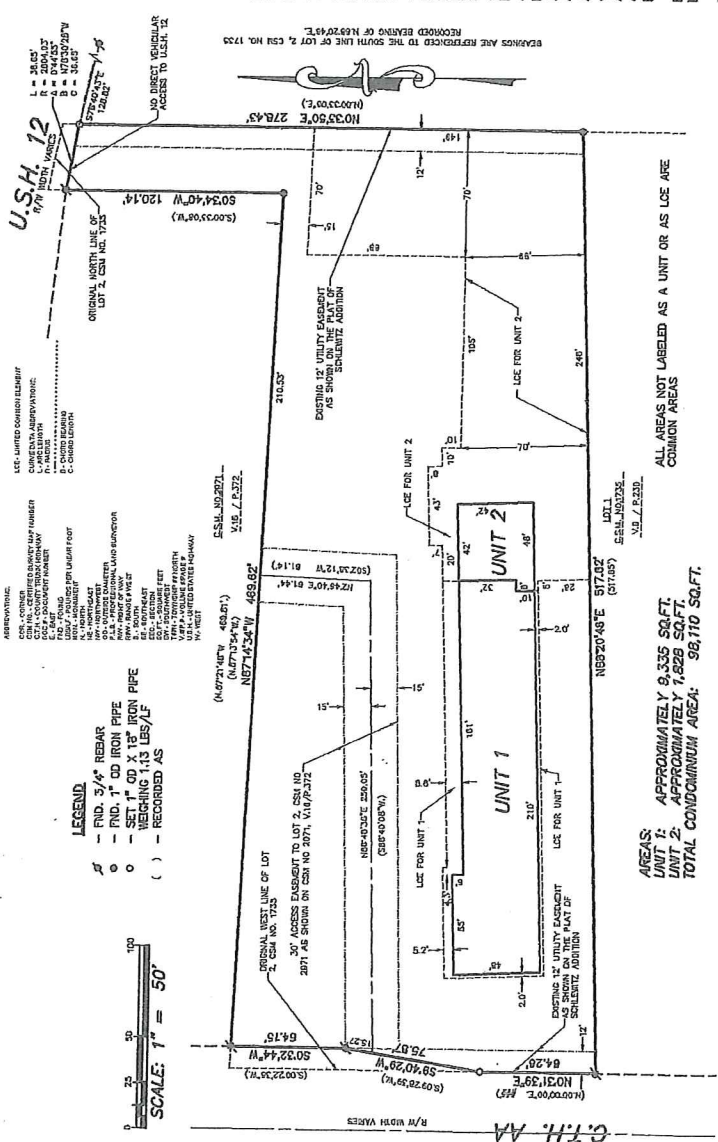
All interested parties and their representatives are invited to attend or submit your comment in writing prior to the public hearing to cityhall@ci.altoona.wi.us or mail to Altoona City Hall, 1303 Lynn Avenue, Altoona, WI 54720. If you have any questions, please call 715-839-6092.

The Altoona Common Council may take action upon the proposed plat at its March 11, 2021 Meeting starting at 6:00 p.m.

Dated this 18th day of February 2021.


Cindy Bauer
City Clerk

Published: Tuesday, February 23 and Tuesday, March 2, 2021.



SURVEYOR'S CERTIFICATE:
 I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:
 THAT BY THE DIRECTION OF ED BOHN I HAVE SURVEYED AND MAPPED THE CONDOMINIUM PLAT OF THE SHED LOCATED IN NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 30, TOWNSHIP 27 NORTH, RANGE 8 WEST, CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN BEING PART OF LOT 2, CERTIFIED SURVEY MAP NUMBER 1735, RECORDED IN VOLUME 9, PAGES 230-232 AS DOCUMENT NUMBER 787430 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 • BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2;
 • THENCE N.88°12'18"E, 517.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT;
 • THENCE N.00°25'22"E, ALONG THE EAST LINE OF SAID LOT, 278.43 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF U.S.H. 12;
 • THENCE 38.85 FEET NORTHWESTERLY, ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE CONDAVE SOUTHWESTERLY, THE LONG CHORD BEARING N.78°30'28"W, 36.65 FEET AND HAVING A RADIUS OF 280.493 FEET, TO ITS INTERSECTION WITH A WEST LINE OF SAID LOT 2;
 • THENCE S.00°26'12"W, ALONG SAID WEST LINE, 120.14 FEET TO AN INSIDE CORNER OF SAID LOT 2;
 • THENCE N.87°32'02"W, ALONG THE NORTH LINE OF SAID LOT, 468.62 FEET TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF C.T.H. AA;
 • THENCE S.00°24'16"W, ALONG SAID EAST LINE, 64.15 FEET TO AN ANGLE POINT IN SAID EAST LINE;
 • THENCE S.08°32'01"W, ALONG SAID EAST LINE, 75.88 FEET TO AN ANGLE POINT IN SAID EAST LINE;
 • THENCE S.08°23'11"W, ALONG SAID EAST LINE, 84.26 FEET TO THE POINT OF BEGINNING.
 THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND SHOWS THE CORRECT LOCATION OF THE BUILDINGS BUILT OR TO BE BUILT THEREON, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND A-E-7 WISCONSIN ADMINISTRATIVE CODE IN SURVEYING AND MAPPING THE SAME.

COMMON COUNCIL RESOLUTION:
 RESOLVED, THAT THIS CONDOMINIUM PLAT OF THE SHED, IN THE CITY OF ALTOONA, IS HEREBY APPROVED BY THE COMMON COUNCIL.
 APPROVED: _____ (DATE)
 SIGNED: _____

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL, CITY OF ALTOONA.
 (SIGNATURE) _____
 CINDY BAUER, CITY CLERK

EAU CLAIRE COUNTY CERTIFICATION:
 I, DEAN J. ROTH, EAU CLAIRE COUNTY SURVEYOR HAVE REVIEWED THE CONDOMINIUM INSTRUMENTS FOR THE SHED AND CERTIFY PER WISCONSIN STATUTE 703.115(1) THAT SUCH INSTRUMENTS ARE APPROVED FOR RECORDING.
 DEAN J. ROTH DAY OF _____ 2021
 EAU CLAIRE COUNTY SURVEYOR

PETER J. GARTMANN, P.L.S. 22779
 DATED THIS _____ DAY OF _____ 2021

CONDOMINIUM PLAT OF
THE SHED

LOCATED IN THE NW¼ OF THE SW¼, SECTION 30, T27N, R8W,
 CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN
 BEING PART OF LOT 2, CSM NO. 1735, V.16/P.230

FirstName LastName	Address	City State Zip
A+ STORAGE SOLUTIONS LLC	2140 MITSCHER AVE	EAU CLAIRE WI 54701-7722
FINLAND HOLDING GROUP LLC	S 7800 Redwood Drive	Eau Claire, WI 54701
OVERGARD PROPERTIES II LLC	5575 NORTH SHORE DR	EAU CLAIRE WI 54703-2075
TAMBORNINO LLC	2020 HIGH POINT DR	ALTOONA WI 54720-3506
THE BOHN SHED INC	1303 DANIELS AVE	ALTOONA WI 54720-1971
KAMRAN KHAN	643 26TH ST	CHETEK WI 54728-9500



[To Agenda>>](#)

MEMORANDUM

TO: Altoona Plan Commission

FROM: Joshua Clements, City Planner

DATE: March 9, 2021

SUBJECT: Summary of March 9, 2021 Plan Commission

Provided below for your consideration is a summary of the Plan Commission agenda items.

(VI) NEW BUSINESS

ITEM 3 - Public Hearing at 5:35 p.m. or as soon thereafter as possible regarding a Conditional Use Permit to allow outdoor storage and sales as submitted by Ed Bohn, DBA The Shed, parcel #201235003000 located at 1519 Mayer Road.

See Enclosed:

- Staff Report 21-03A
- Appeal for a Conditional Use, The Shed
- Public Notice & Address Labels

The petitioner, Ed Bohn, proposes to place prefabricated residential accessory buildings (sheds, and similar) along the front (west) frontage of his existing business at 1519 Mayer Road, “The Shed”. The Shed is an antique and variety retail store.

The temporary placement of accessory structures for sale constitutes outdoor sales and storage uses defined as a conditional use in the C Commercial District (§ 19.40.020 31.).

Suggested motion: I move to close the Public Hearing.

ITEM 4 - Discuss/consider approval of a Conditional Use Permit to allow outdoor storage and sales as submitted by Ed Bohn, DBA The Shed, parcel #201235003000 located at 1519 Mayer Road.

See ITEM 3 for materials and summary.

Staff recommends approval of the conditional use permit with the following conditions (1):

(1) Accessory residential buildings (sheds) located at the site shall be arranged to permit free ingress and egress of vehicles.

Suggested motion: I move to approve/not approve a Conditional Use Permit with staff recommended conditions.

THE CITY of 

1303 Lynn Avenue
 Altoona, Wisconsin 54720
 715-839-6092

Office Use (date stamp)
Fee Received: \$ _____
Site Plan attached: Yes No

**PLAN COMMISSION
 APPEAL FOR A CONDITIONAL USE PERMIT**

Fee Due at Time of Submittal: \$435 (\$325 + \$110 Publication Fee)

Name of Applicant	Address	Phone Number
<i>The Shed</i>	<i>1519 Mayer Rd</i>	<i>715-210-1634</i>
Name of Real Property Owner	Address	Phone Number
<i>Ed Buttn</i>	<i>1303 Navicular Altoona</i>	<i>715-210-1634</i>
Location of Property		
Street Address	Lot, Block & Subdivision	Parcel #
<i>1519 Mayer Rd Altoona</i>		
This appeal is for a CONDITIONAL USE PERMIT to allow:		Please provide ordinance reference where applicable.
<i>allow to display 5-6 wood sheds on the west and and south side of The Shed</i>		
<p>It is your responsibility to provide to the Plan Commission information that supports your appeal for a conditional use. The appeal will be reviewed on the basis of how it applies to the five (5) requirements listed below. Please tell us how you intend to meet each requirement in the space provided; be specific. If you need additional space, you may use another piece of paper.</p>		
1.	That the establishment, maintenance, or operation of the conditional use will not be materially detrimental to or endanger the public health, safety, morals, or general welfare.	
	<i>No</i>	
2.	That the uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the conditional use.	
	<i>No</i>	

3.	That the establishment of the conditional use will not significantly impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
No	
4.	That adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided.
yes	
5.	That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
yes	
Please attach your site plan to this appeal and provide us with any additional information you wish the Plan Commission to consider in deciding whether to approve your conditional use request.	
attached	

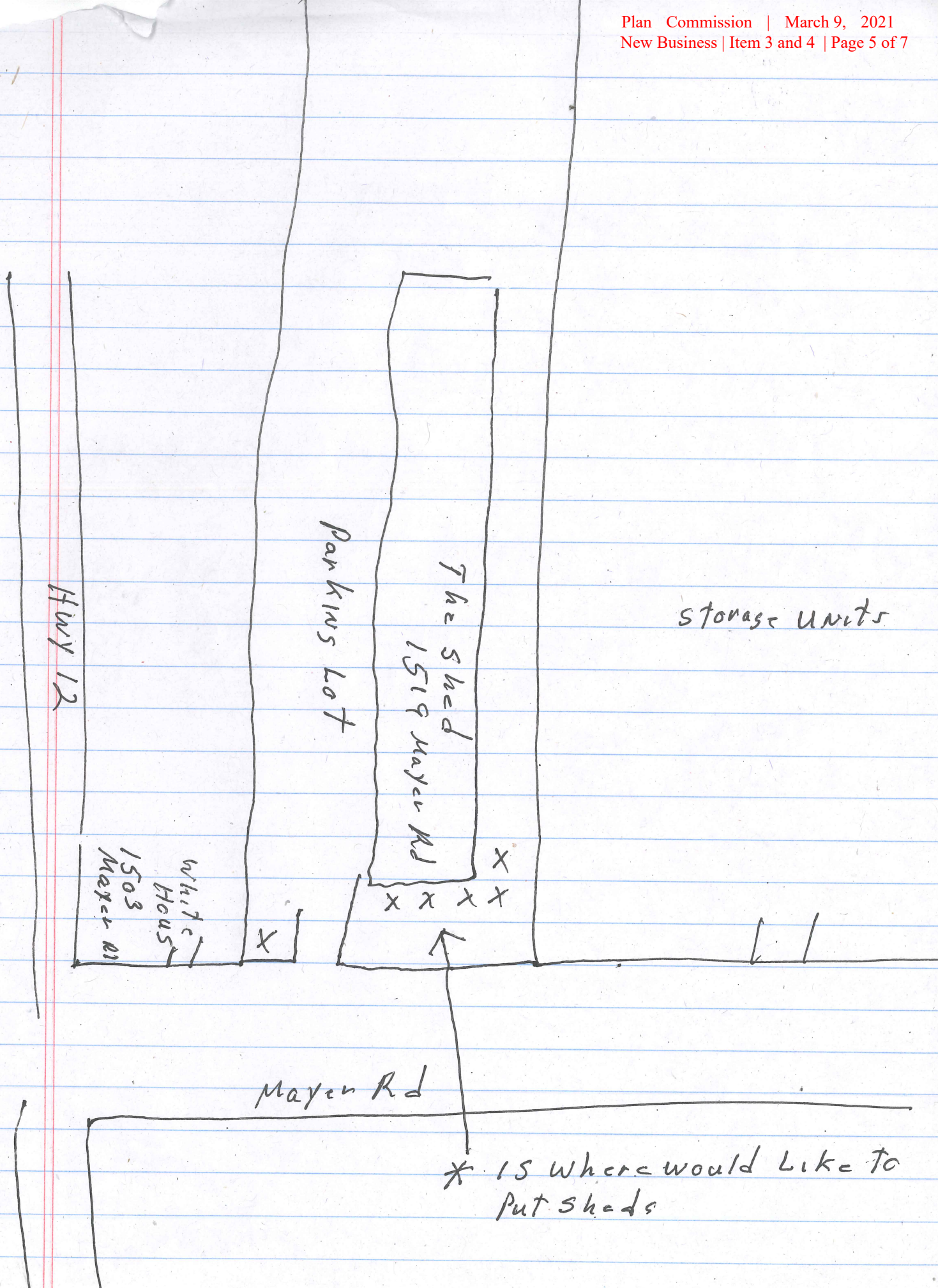
I hereby certify that the above statements and site plan submitted herewith are true to the best of my knowledge. (This appeal must be signed by both applicant and owner if applicant is not the property owner.)

2-18-2021
Date

Ed Bahn - The Shed
Signature of Applicant

2-18-2021
Date

The Shed Ed Bahn
Signature of Property Owner



X 15 Where would like to put sheds

THE CITY of *Altoona*

1303 Lynn Avenue, Altoona, WI 54720

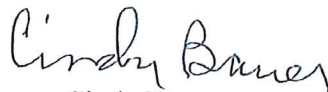
**NOTICE OF PUBLIC HEARING
CITY OF ALTOONA
Conditional Use Permit**

NOTICE IS HEREBY GIVEN that on **Tuesday, March 9, 2021 at 5:35 p.m.** (or as soon thereafter as is practical) there will be a public hearing before the Altoona Plan Commission via Zoom Teleconference/Video Conference regarding a Conditional Use Permit to allow outdoor storage and sales as submitted by Ed Bohn, DBA The Shed, parcel #201235003000, located at 1519 Mayer Road. The permit is regulated by Section 19.40.020 31 of the Altoona Municipal Code.

Due to Coronavirus COVID-19 Residents are encouraged to attend the Plan Commission Meeting via the application Zoom until further notice. Visit the City's website at www.ci.altoona.wi.us for more information.

All interested parties are invited to attend via Zoom. If unable to attend, submit your comment in writing prior to the public hearing to cityhall@ci.altoona.wi.us or mail to Altoona City Hall, 1303 Lynn Avenue, Altoona, WI 54720. If you have any questions, please call 715-839-6092.

Dated this 18th day of February 2021.


Cindy Bauer
City Clerk

Published Tuesday, February 23 and Tuesday, March 2, 2021

FirstName LastName	Address	City State Zip
A+ STORAGE SOLUTIONS LLC	2140 MITSCHER AVE	EAU CLAIRE WI 54701-7722
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THE BOHN SHED INC	1303 DANIELS AVE	ALTOONA WI 54720-1971
KAMRAN KHAN	643 26TH ST	CHETEK WI 54728-9500



MEMORANDUM

TO: Altoona Plan Commission

FROM: Joshua Clements, City Planner

DATE: March 9, 2021

SUBJECT: Summary of March 9, 2021 Plan Commission

Provided below for your consideration is a summary of the Plan Commission agenda items.

(VI) NEW BUSINESS

ITEM 5 - Discuss/Consider recommendation to Council regarding a final plat for River Prairie Townhomes. (Will be discussed at the March 11, 2021 Council Meeting.)

See Enclosed:

- Final Plat, River Prairie Townhomes
- Drafts: Articles of Incorporation; Bylaws; Declaration of Covenants, Restrictions, Conditions.

Enclosed is the Final Plat for the property known as the River Prairie Townhomes. As you may recall, the approved plan includes 36 dwellings, each with an individual tax parcel with fee simple ownership and common property to be held and managed by a homeowner's association. The draft articles of incorporation; bylaws; and declaration of covenants, restrictions and conditions are enclosed.

Of particular interest:

Declaration of Covenants, Restrictions and Conditions:

6.3 & 6.4 refer to maintenance of common property

11.2 refers to maintenance of the shared driveway

11.4 refers to the existing Union Pacific Easement for elevated disclosure.

The public hearing regarding the Preliminary Plat was held before the Plan Commission on February 23rd and approved by the City Council 4-3 on February 25th. The Specific Implementation Plan for the River Prairie Townhomes was approved by the Council on August 27, 2020, and as amended pursuant to the procedures provided by the River Prairie Design Guidelines and Standards and Altoona Municipal Code.

Altoona Municipal Code § 18.11.020 b.

Effect of Preliminary Plat Approval. Approval or conditional approval of a Preliminary Plat shall entitle the Final Plat to approval provided the Final Plat conforms substantially to the Preliminary Plat, including any conditions of that approval, conforms to applicable local plans and ordinances, and is submitted within six (6) months of the last required approval of the Preliminary Plat. If the Preliminary Plat is approved, the Final Plat must be approved by the Common Council within six (6) months or the Preliminary Plat approval is void. Previous Preliminary Plat approvals shall not constitute grounds for approval upon resubmission.

Altoona Municipal Code § 18.11.030 b.1.

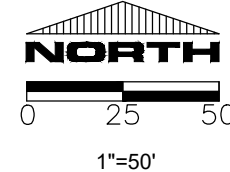
Plan Commission Review.

The Plan Commission shall examine the Final Plat as to its conformance with the approved Preliminary Plat, any conditions of approval of the Preliminary Plat, this Chapter and all applicable ordinances, rules, regulations, Master Plans and Master Plan components which may affect it and shall recommend approval, conditional approval or rejection of the Plat to the Common Council.

Suggested Motion: I move to recommend / not recommend approval of the Final Plat.

RIVER PRAIRIE TOWNHOMES

Part of the Northwest Quarter of the Northwest Quarter, Section 23, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin, including all of Lot 1 Certified Survey Map Number 2584 recorded in Volume 14 of Certified Survey Maps on Pages 187-188 as Document Number 993666, and part of Outlot C of Moonlight Bay Subdivision.



BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 23, WHICH IS ASSUMED TO BEAR N0°27'24\"/>

COURSE TABLE

A	N44°42'40\"/>
B	N45°17'20\"/>
C	N24°06'31\"/>
D	N65°53'29\"/>
E	N23°00'20\"/>
F	N66°59'40\"/>
G	N19°55'28\"/>
H	N70°04'32\"/>
I	N25°52'37\"/>
J	N64°07'23\"/>
K	N25°52'37\"/>
L	N64°07'23\"/>

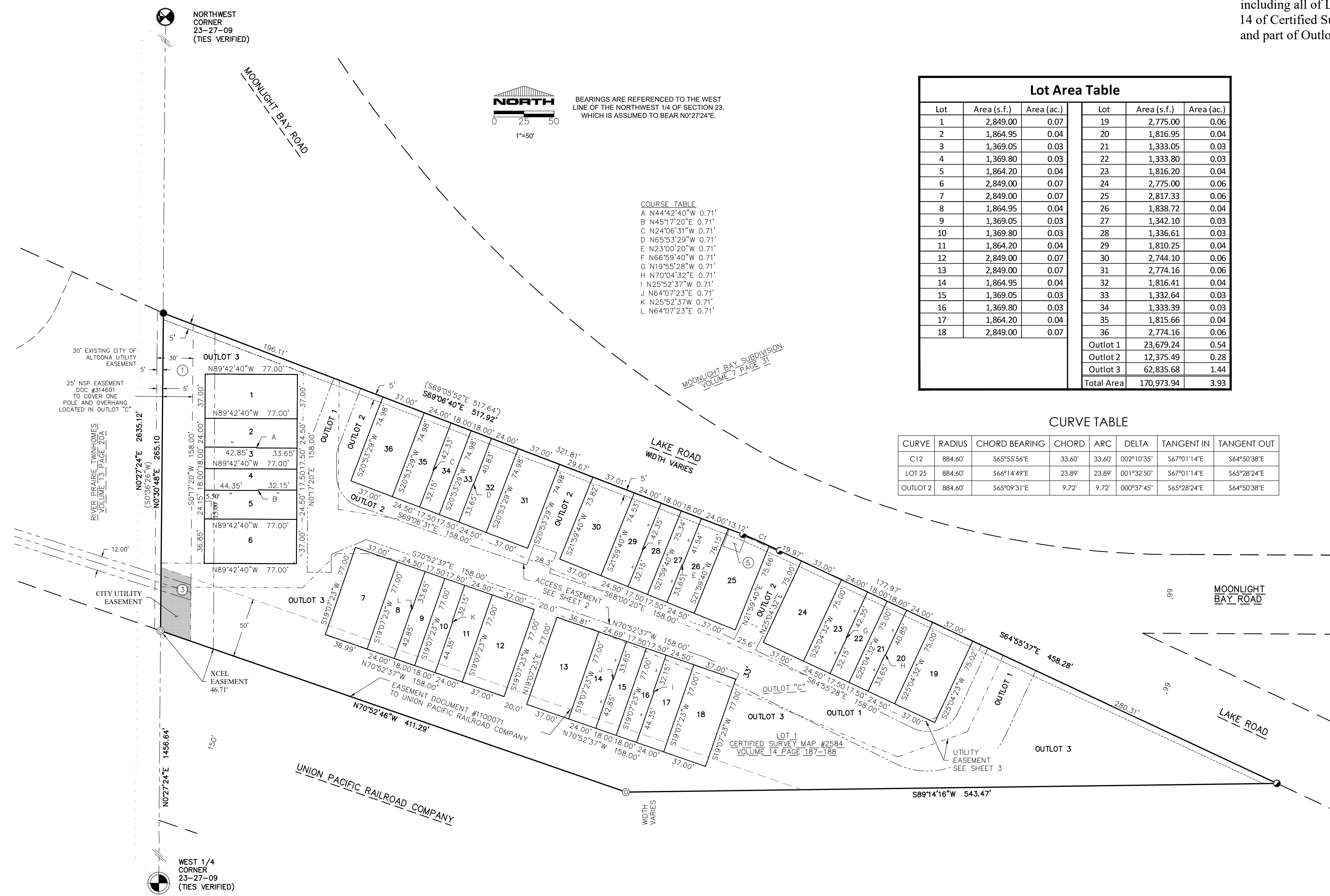
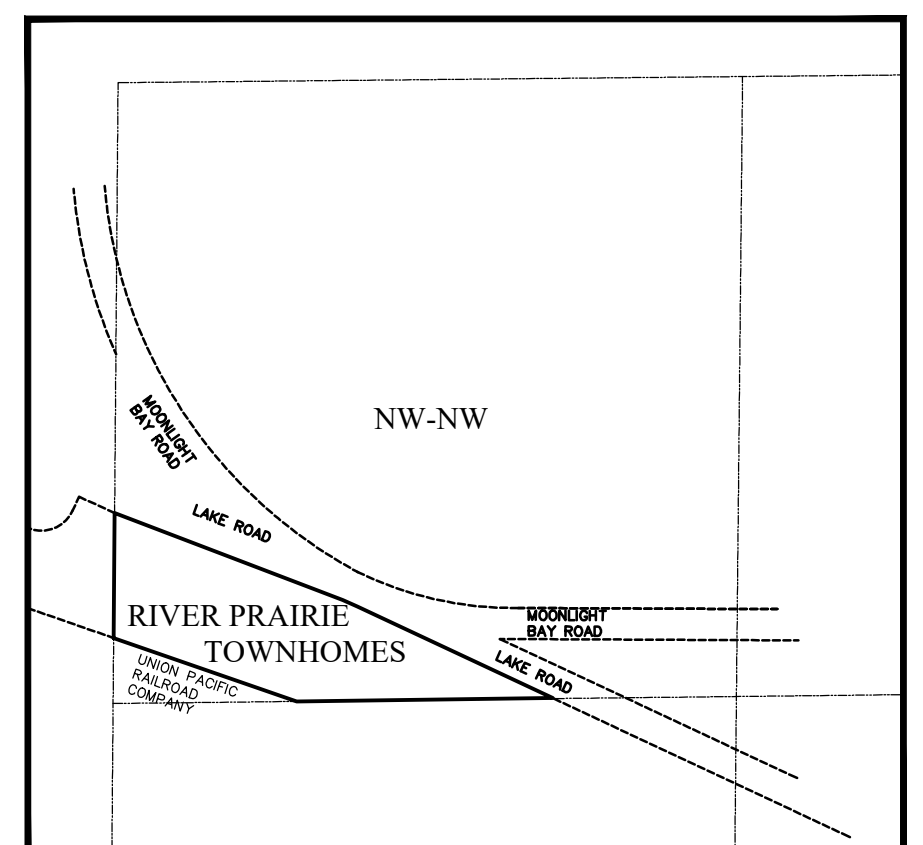
Lot Area Table

Lot	Area (s.f.)	Area (ac.)	Lot	Area (s.f.)	Area (ac.)
1	2,849.00	0.07	19	2,775.00	0.06
2	1,864.95	0.04	20	1,816.95	0.04
3	1,369.05	0.03	21	1,333.05	0.03
4	1,369.80	0.03	22	1,333.80	0.03
5	1,864.20	0.04	23	1,816.20	0.04
6	2,849.00	0.07	24	2,775.00	0.06
7	2,849.00	0.07	25	2,817.33	0.06
8	1,864.95	0.04	26	1,838.72	0.04
9	1,369.05	0.03	27	1,342.10	0.03
10	1,369.80	0.03	28	1,336.61	0.03
11	1,864.20	0.04	29	1,810.25	0.04
12	2,849.00	0.07	30	2,744.10	0.06
13	2,849.00	0.07	31	2,774.16	0.06
14	1,864.95	0.04	32	1,816.41	0.04
15	1,369.05	0.03	33	1,332.64	0.03
16	1,369.80	0.03	34	1,333.39	0.03
17	1,864.20	0.04	35	1,815.66	0.04
18	2,849.00	0.07	36	2,774.16	0.06
Outlot 1		23,679.24	0.54		
Outlot 2		12,375.49	0.28		
Outlot 3		62,835.68	1.44		
Total Area		170,973.94	3.93		

CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD	ARC	DELTA	TANGENT IN	TANGENT OUT
C12	884.60'	S65°55'56\"/>					
LOT 25	884.60'	S66°14'49\"/>					
OUTLOT 2	884.60'	S65°09'31\"/>					

NORTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 23, TOWNSHIP 27 NORTH, RANGE 9 WEST



- LEGEND**
- FOUND ALUMINUM MONUMENT
 - ⊗ FOUND SQUARE LIMESTONE MONUMENT
 - FOUND 3/4\"/>

- Easement information:** (X)
- Northern States Power Easement document #314601 affects west 25 feet Outlot "C" of Moonlight Bay Subdivision.
 - Property is subject to flowage rights over the NW 1/4-NW 1/4 Section 23 per Document #172534.
 - Property is subject to Northern States Power Easement Document #501102 covering a strip of land 12 feet in width, 6 feet on either side of the electric facilities as installed.
 - Property is subject to Notice of Supplemental Final Order and Judgement to AT&T in Document #967085.
 - AT&T Easement Document Number 996800.

- NOTES:**
- SEE SHEET 2 FOR ACCESS EASEMENT DETAIL.
 - SEE SHEET 3 FOR UTILITY EASEMENT DETAIL.

Developer:
Grip Development, LLC
2601 Morningside Drive
Eau Claire, WI 54703

EVERYDAY SURVEYING & ENGINEERING
1818 BRACKETT AVENUE
EAU CLAIRE, WI 54701
PH: (715) 831-0654 • EMAIL: INFO@ESELLC.CO

ACCESS EASEMENT DETAIL

RIVER PRAIRIE TOWNHOMES

Part of the Northwest Quarter of the Northwest Quarter, Section 23, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin, including all of Lot 1 Certified Survey Map Number 2584 recorded in Volume 14 of Certified Survey Maps on Pages 187-188 as Document Number 993666, and part of Outlot C of Moonlight Bay Subdivision.



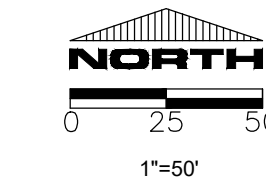
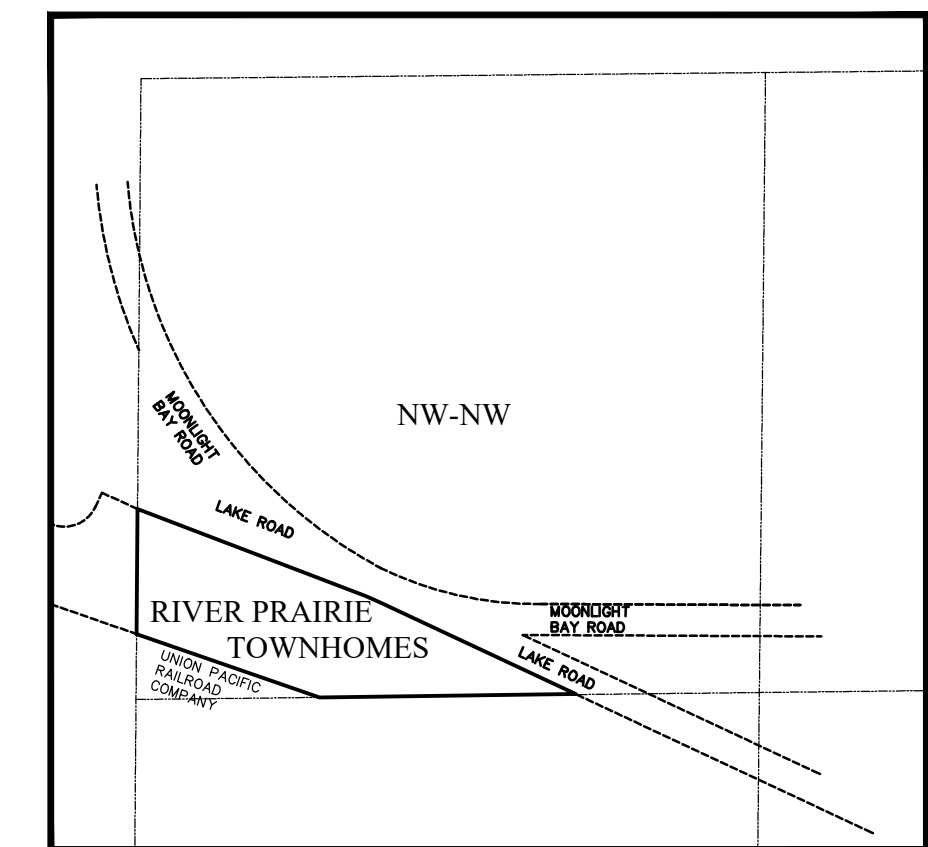
ACCESS EASEMENT CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD	ARC	DELTA	TANGENT IN	TANGENT OUT
C1	28.00'	S10°35'30"W	10.01'	10.07'	020°35'59"	S20°53'29"W	S00°17'30"W
C2	28.00'	S35°17'33"E	32.59'	34.78'	071°10'06"	S00°17'30"W	S70°52'37"E
C3	112.00'	S67°14'39"E	14.19'	14.20'	007°15'55"	S70°52'37"E	S63°36'42"E
C4	28.00'	N70°43'55"E	40.05'	44.62'	091°18'46"	S63°36'42"E	N25°04'32"E
C5	72.00'	N34°04'40"E	22.53'	22.62'	018°00'15"	N43°04'47"E	N25°04'32"E
C6	61.00'	N79°44'03"E	72.83'	78.05'	073°18'31"	S63°36'42"E	N43°04'47"E
C7	88.00'	S67°14'39"E	11.15'	11.16'	007°15'55"	S70°52'37"E	S63°36'42"E
C8	52.00'	S10°35'30"W	18.60'	18.70'	020°35'59"	S20°53'29"W	S00°17'30"W

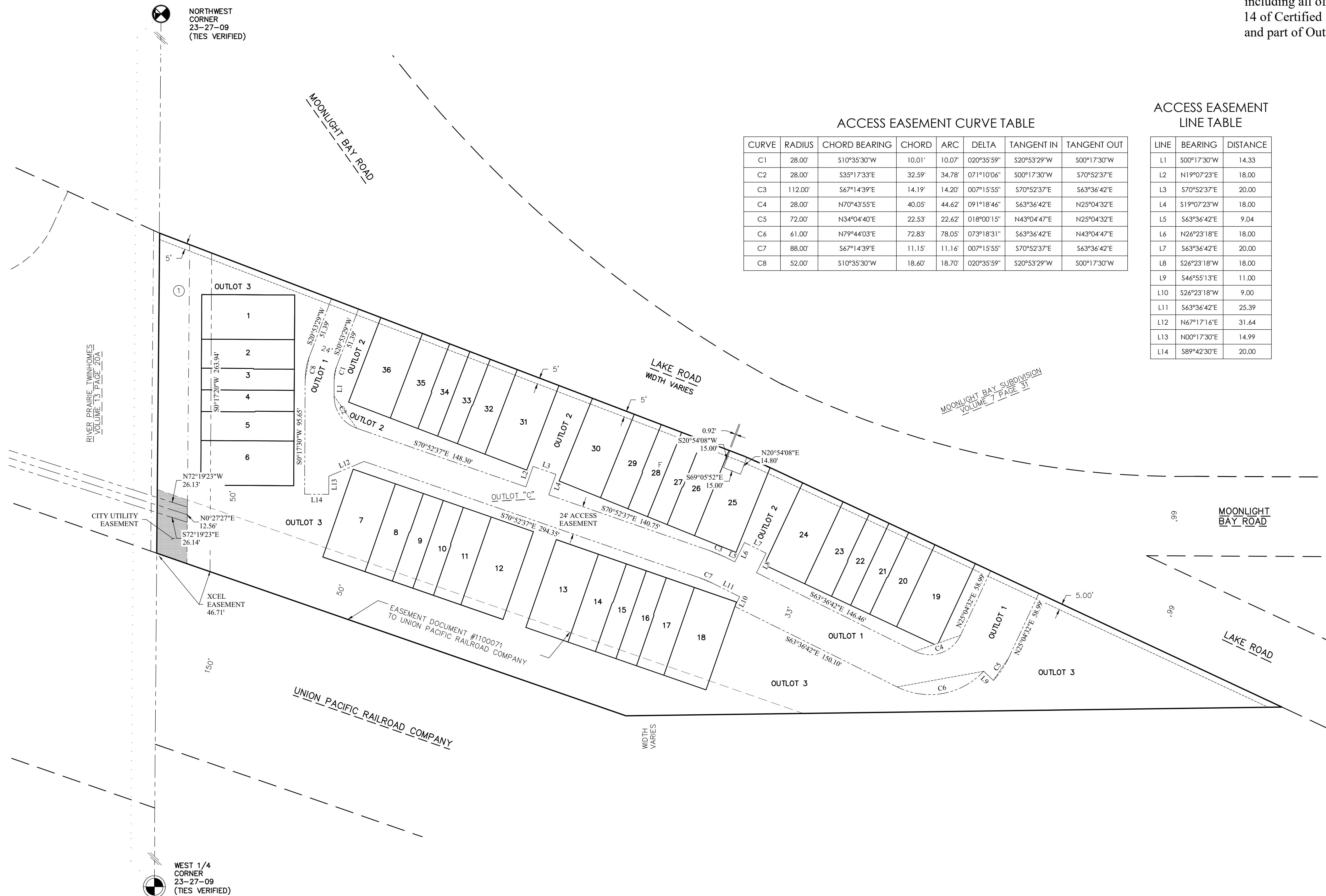
ACCESS EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°17'30"W	14.33
L2	N19°07'23"E	18.00
L3	S70°52'37"E	20.00
L4	S19°07'23"W	18.00
L5	S63°36'42"E	9.04
L6	N26°23'18"E	18.00
L7	S63°36'42"E	20.00
L8	S26°23'18"W	18.00
L9	S46°55'13"E	11.00
L10	S26°23'18"W	9.00
L11	S63°36'42"E	25.39
L12	N67°17'16"E	31.64
L13	N00°17'30"E	14.99
L14	S89°42'30"E	20.00

NORTHWEST QUARTER OF THE NORTHWEST QUARTER SECTION 23, TOWNSHIP 27 NORTH, RANGE 9 WEST



BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 23, WHICH IS ASSUMED TO BEAR N0°27'24"E.



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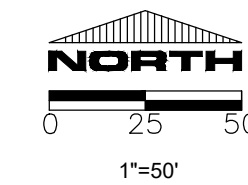
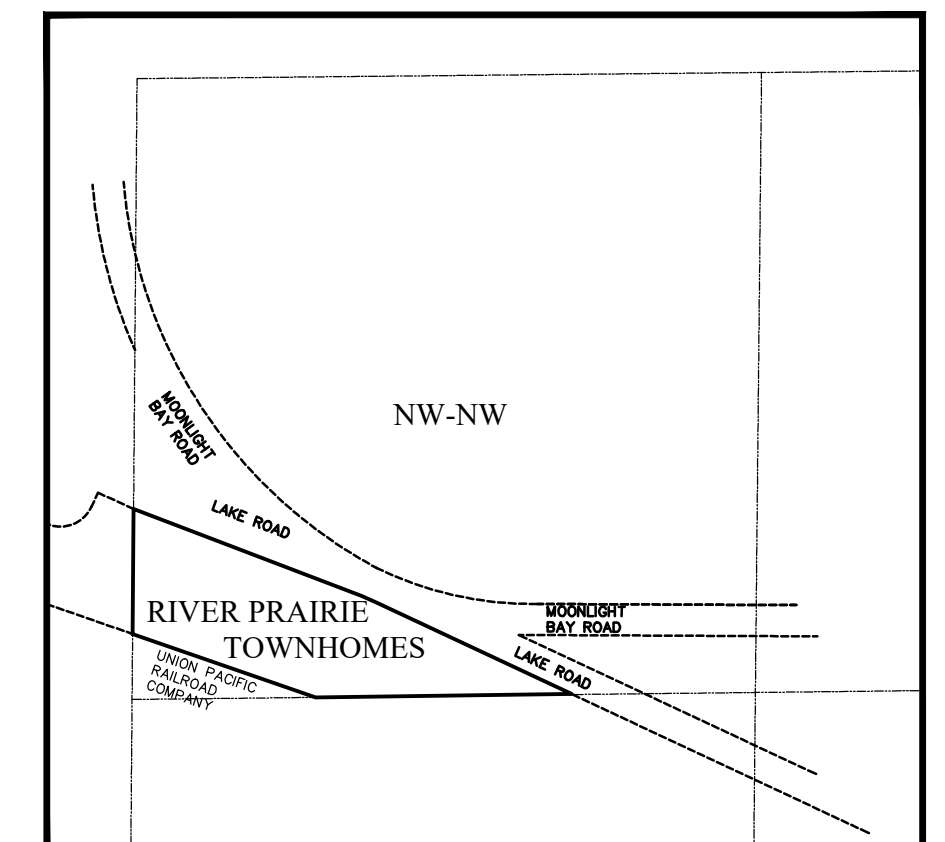
UTILITY EASEMENT DETAIL

RIVER PRAIRIE TOWNHOMES

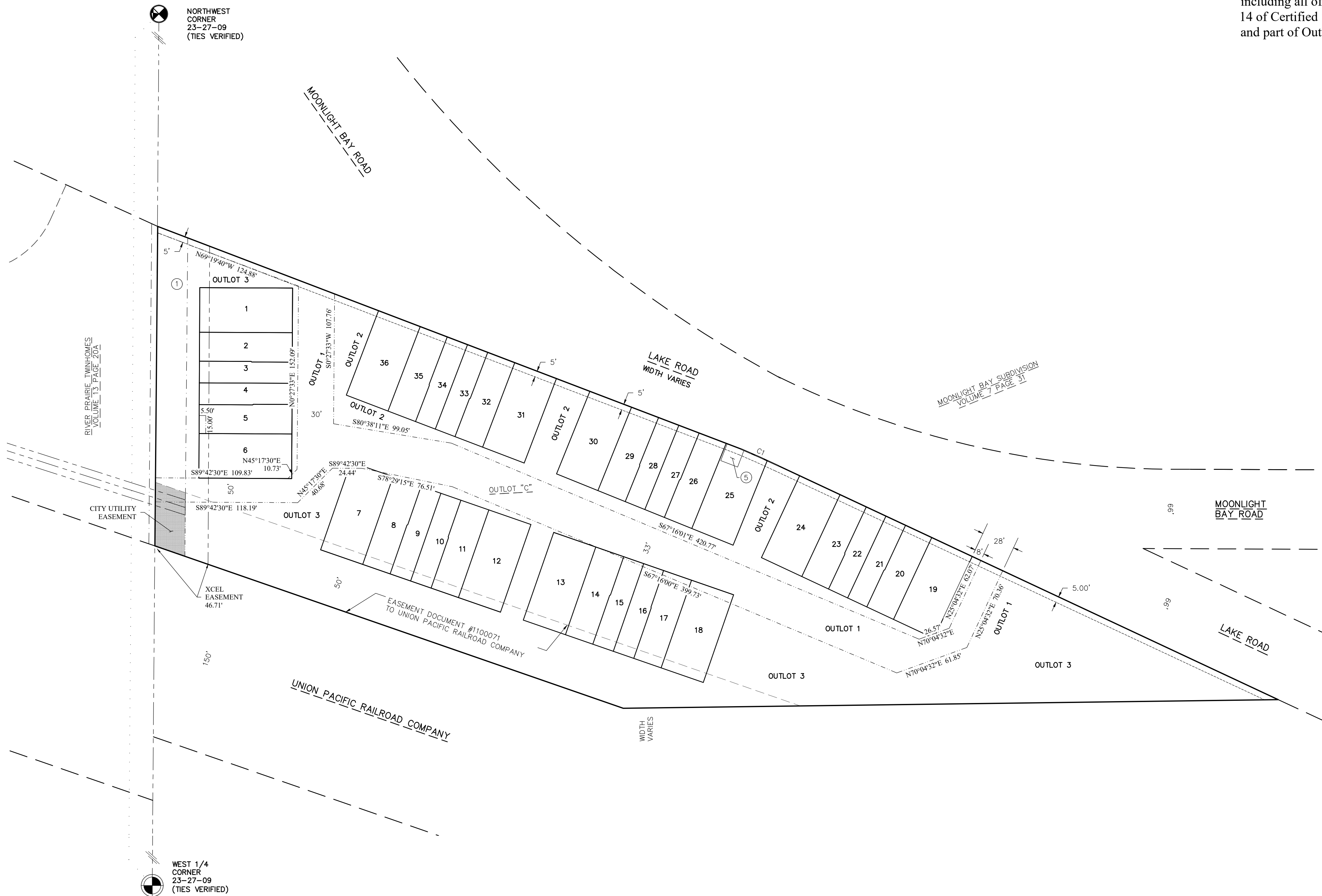
Part of the Northwest Quarter of the Northwest Quarter, Section 23, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin, including all of Lot 1 Certified Survey Map Number 2584 recorded in Volume 14 of Certified Survey Maps on Pages 187-188 as Document Number 993666, and part of Outlot C of Moonlight Bay Subdivision.



NORTHWEST QUARTER OF THE NORTHWEST QUARTER
 SECTION 23, TOWNSHIP 27 NORTH, RANGE 9 WEST



BEARINGS ARE REFERENCED TO THE WEST
 LINE OF THE NORTHWEST 1/4 OF SECTION 23,
 WHICH IS ASSUMED TO BEAR N0°27'24"E.



NOTES:
 1. SEE SHEET 2 FOR EASEMENT DETAILS.

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SURVEYOR'S CERTIFICATE

I, Jeffrey C. Stockburger, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of Jason Griepentrog, I have surveyed part of the Northwest Quarter of the Northwest Quarter, Section 23, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin, including all of Lot 1 Certified Survey Map Number 2584 recorded in Volume 14 of Certified Survey Maps on Pages 187-188 as Document Number 993666, and part of Outlot C of Moonlight Bay Subdivision. The parcel is more particularly described as follows:

Commencing at the West Quarter Corner of said Section 23;
Thence N00°27'24"E, 1,456.64 feet along the West line of the Northwest Quarter to the point of beginning;
Thence N00°30'48"E, 265.10 feet along the west line of Certified Survey Map Number 2584 and a southerly extension thereof to the northwest corner of said Certified Survey Map;
Thence S69°06'40"E, 517.92 feet along the northeasterly line of said Certified Survey Map;
Thence along said northeasterly line and the arc of a curve 33.60 feet, concave southwesterly, with a chord bearing of S65°55'56"E, a chord length of 33.60 feet, and a radius of 884.60 feet;
Thence S64°55'37"E, 458.28 feet along said northeasterly line to the southeast corner of said Certified Survey Map Number 2584;
Thence S89°14'16"W, 543.47 feet along the southerly line of said Certified Survey Map and a westerly extension thereof to the northerly right-of-way line of the Union Pacific Railroad Company;
Thence N70°52'46"W, 411.29 feet along said right-of-way line to the point of beginning.

Said parcel contains 170,974 square feet or 3.93 total acres, more or less.

I also certify that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Wisconsin Administrative Code Chapter AE-7, and the City of Altoona Subdivision Ordinance. I further certify to the best of my knowledge and belief that the accompanying map is a true and correct representation of the exterior boundaries of the land surveyed and the division thereof made.

On this _____ day of _____, 2021.

Jeffrey C. Stockburger S-2708

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

Grip Development, LLC, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, as owners do hereby certify that said company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. Grip Development, LLC, does further certify that this plat is required by S.236.10 or 236.12 to be submitted to the following for approval or objection.

----- City of Altoona
----- Department of Administration

In witness hereof, the said Grip Development, LLC, has caused this document to be signed by Jason Griepentrog it's member.

On this _____ day of _____, 2021.

Jason Griepentrog, Member
Grip Development, LLC,

State of Wisconsin
County of _____ SS

Personally came before me, this _____ day of _____, 2021. The above named Jason Griepentrog. To me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
My commission expires _____.

COMMON COUNCIL RESOLUTION

Resolved that the plat of River Prairie Townhomes, located in the City of Altoona is hereby approved by the City of Altoona.

Approved this _____ day of _____, 2021.

Brendan Pratt, Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the City of Altoona.

Cindy Bauer, City Clerk

COUNTY TREASURERS CERTIFICATE

State of Wisconsin
County of _____ SS

I, Glenda Lyons, being the duly elected, qualified, and acting treasurer of the County of Eau Claire, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments on any of the land included in this plat of River Prairie Townhomes.

Dated this _____ day of _____, 2021.

Glenda Lyons, County Treasurer

CITY TREASURERS CERTIFICATE

State of Wisconsin
County of _____ SS

I, Tina Nelson, City Treasurer, being the duly qualified and acting city treasurer of the City of Altoona, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments on any of the land included in this plat of River Prairie Townhomes.

Dated this _____ day of _____, 2021.

Tina Nelson, City Treasurer

CONSENT OF MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of _____, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Jason Griepentrog, owner.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by

_____, its _____,

and countersigned by _____, its

_____, at _____, and its corporate seal to be

hereunto affixed this _____ day of _____, 2021.

State of Wisconsin
County of _____ SS

Personally came before me, this _____ day of _____, 2021. The above named corporation to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
My commission expires _____.

RIVER PRAIRIE TOWNHOMES

Part of the Northwest Quarter of the Northwest Quarter, Section 23, Township 27 North, Range 9 West, City of Altoona, Eau Claire County, Wisconsin, including all of Lot 1 Certified Survey Map Number 2584 recorded in Volume 14 of Certified Survey Maps on Pages 187-188 as Document Number 993666, and part of Outlot C of Moonlight Bay Subdivision.

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**ARTICLES OF INCORPORATION
OF
THE RIVER PRAIRIE TOWNHOMES
OWNERS' ASSOCIATION, INC.**

The River Prairie Townhomes Owners' Association, Inc., a nonstock, nonprofit corporation organized under Wis. Stat. ch. 181, hereby adopts the following Articles of Incorporation:

**ARTICLE I
NAME**

The name of the corporation is The River Prairie Townhomes Owners' Association, Inc. (hereinafter referred to as the "Association").

**ARTICLE II
PERIOD OF EXISTENCE**

The period of existence of the Association is perpetual.

**ARTICLE III
PURPOSE**

The Association is organized to serve as an association of lot owners for a planned unit development subdivision known as The River Prairie Townhomes, located in the City of Altoona, Eau Claire County, Wisconsin. The purpose of the Association is to provide for the acquisition, construction, management, maintenance, and care of the common property and improvements and other property for which the Association is responsible, and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Wis. Stat. ch. 181.

**ARTICLE IV
MEMBERS**

The Association shall have members. Membership provisions shall be set forth in the Bylaws of the Association (the "Bylaws"). The respective voting rights of the members of the Association shall be as set forth in the Bylaws and that certain Declaration of Covenants, Restrictions and Conditions recorded in the office of the Eau Claire County Register of Deeds (the "Declaration").

**ARTICLE V
PRINCIPAL OFFICE**

The address of the principal office of the Association is 2601 Morningside Drive Eau Claire, WI 54703. The principal office is located in Eau Claire County, Wisconsin.

**ARTICLE VI
REGISTERED AGENT**

The name and address of the initial registered agent of the Association are:

GRIP Development LLC
c/o Jason Griepentrog
2601 Morningside Drive
Eau Claire, WI 54703

**ARTICLE VII
ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING**

Any action required or permitted by these Articles or the Bylaws to be taken by the board of directors of the Association may be taken without a meeting if a written consent, setting forth the action so taken, is signed by sixty-seven percent (67%) of the directors then in office.

**ARTICLE VIII
INCORPORATOR**

The name and address of the incorporator are:

GRIP Development LLC
2601 Morningside Drive
Eau Claire, WI 54703

Dated: March , 2021

/S/ Jason Griepentrog
GRIP Development LLC
Jason Griepentrog, Member

This document was drafted by:

MICHAEL J. O'BRIEN - WI BAR NO. 1079124
O'BRIEN LAW OFFICE, LLC
13 E SPRUCE STREET, SUITE 108
CHIPPEWA FALLS, WI 54729
(715) 861-7199
mike@mobrienlaw.com

Document No.

**BYLAWS OF THE
RIVER PRAIRIE
TOWNHOMES OWNERS'
ASSOCIATION, INC.**

Return to:

GRIP DEVELOPMENT LLC
2601 Morningside Drive
Eau Claire, WI 54703

DRAFT

**BYLAWS OF
THE RIVER PRAIRIE TOWNHOMES
OWNERS' ASSOCIATION, INC.**

**ARTICLE I
GENERAL**

1.1 Name and Purpose. The name of the corporation shall be The River Prairie Townhomes Owners' Association (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Wis. Stat. ch. 181. The Association has been organized to manage a planned unit development subdivision known as The River Prairie Townhomes, City of Altoona, Eau Claire County, Wisconsin, as regulated by the Declaration of Covenants, Restrictions and Conditions recorded in the Office of the Eau Claire County Register of Deeds (the "Declaration").

1.2 Address. The principal office of the Association shall be located at 2601 Morningside Drive Eau Claire, WI 54703, or at such location as may be designed by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office. This address shall also be the mailing address of the Association.

1.3 Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Lot Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of The Subdivision Plat of The Townhomes at River Prairie.

1.4 Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration. The Declaration is hereby incorporated by reference in and to the Bylaws.

1.5 Nonprofit Status. No part of the net earnings of the Association may inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any member or individual. Following the Association's winding up of its affairs and upon its liquidation, no member of the Association shall receive any distribution of assets of the Association greater than the amount originally paid to the Association with respect to such member's membership interest. Furthermore, following the wind-up of the Association's affairs, any excess assets of the Association (other than a rebate of excess membership dues, fees, or assessments) following the wind-up of its affairs shall, at the time of the Association's liquidation, be distributed to a religious, scientific, educational, benevolent, or other corporation or association that is organized and conducted not for pecuniary profit.

**ARTICLE II
MEMBERSHIP**

2.1 Membership. The membership of the Association shall at all times consist exclusively of all Lot Owners. Land contract vendees but not land contract vendors shall be members of the Association. Persons who hold an interest in a Lot merely as security for the performance of an obligation (including Mortgages) are not members of the Association.

2.2 Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Lot and shall immediately terminate upon conveyance of such ownership interest. If a Lot Owner's ownership interest passes to its personal representative or to a trustee upon the Lot Owner's death, such personal representative or trustee shall be a member of the Association.

2.3 Withdrawal or Expulsion. No Lot Owner may voluntarily withdraw from membership in the Association nor may any Lot Owner be expelled from such membership.

2.4 Membership Certificates. Membership certificates shall not be issued.

2.5 Membership List. The Association shall maintain a current membership list listing all Lot Owners of each Lot, the current mailing address, phone number, and email address for each Lot Owner for the purpose of providing notice of meetings of the Association, all Mortgagees of the Lot, if any, and, in the case of multiple owners of a Lot, the Lot Owner, if any, designated to cast any or all votes pertaining to such Lot in accordance with the Declaration. Each Lot Owner shall promptly provide written notice to the Association of any transfer of its Lot as provided in Section 2.6 and of any change in such Lot Owner's name or current mailing address, phone number, and email address. No Lot Owner may vote at meetings of the Association until the name and current mailing address, phone number, and email address of such Lot Owner has been provided to and received by the secretary of the Association. Any Lot Owner that mortgages its Lot or any interest therein or enters into a land contract with respect to its Lot shall notify the secretary of the name and mailing address, phone number, and email address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.6 Transfer of Membership. Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Lot. As soon as possible following the transfer of a Lot, the new Lot Owners shall give written notice to the secretary of the Association of such transfer identifying the Lot and setting forth the names and mailing addresses of the new Lot Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Lot owned by multiple Lot Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.5 effective as of the date of transfer.

2.7 Effect of Lien. No Lot Owner may vote on any matter submitted to a vote of the Lot Owners if the Association has recorded a statement of lien on the Lot owned by such Lot Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.8 Quorum. Lot Owners holding twenty-five percent (25%) of the total votes of the Association, present in person or represented by proxy, shall constitute a quorum at all meetings of the Lot Owners for the transaction of business.

2.9 Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the “Articles”), Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10 Proxies. All proxies shall be in writing, signed by the Lot Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Lot.

2.11 Voting Designations of Multiple Lot Owners. If there are multiple Lot Owners of any single Lot, then each vote appurtenant to such Lot may be cast proportionately among the multiple Lot Owners in accordance with their respective percentages of ownership of the Lot, unless (a) the multiple Lot Owners have designated a single Lot Owner to exercise any or all votes appertaining to their Lot and have filed written notice of such designation signed by all such multiple Lot Owners with the secretary of the Association, in which case such votes cast by a Lot Owner so designated shall be deemed to be the unanimous act of the multiple Lot Owners, or (b) only one of multiple Lot Owners of a Lot is present in person or by proxy at a meeting of the Association, in which event the Lot Owner present (whether or not such Lot Owner or any other Lot Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Lot and the same shall be deemed to be the unanimous act of the multiple Lot Owners. No designation of a single Lot Owner to cast any vote appertaining to any Lot owned by multiple Lot Owners shall be effective until written notice of such designation signed by all Lot Owners of such Lot has been received by the secretary of the Association before casting such vote. If any Lot Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Lot Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Lot Owners.

ARTICLE III MEETINGS OF MEMBERS

3.1 Place. All meetings of the Lot Owners shall be held at a place in Eau Claire County, Wisconsin, that shall be stated in the notice of the meeting.

3.2 Annual Meetings. The first annual meeting of the Lot Owners shall be held during the month of June of each year, at the place, and on the date and at the hour, which are to be determined by the Board of Directors.

3.3 Special Meetings. Special meetings of the Lot Owners may be called at any time by the president of the Association and shall be called upon the written request of Lot Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.4 Notice of Meetings. No annual or special meeting of the Lot Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed or emailed to each Lot Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Lot Owner that signs a waiver of notice of such meeting.

3.5 Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Lot Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that might have been transacted at the meeting originally called.

3.6 Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Lot Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.7 Order of Business. The order of business at all meetings of the Lot Owners shall be as follows:

- (a) Calling the meeting to order;
- (b) Calling the roll of Lot Owners and certifying the proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees (if appropriate);
- (g) Election of directors (if appropriate);
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

3.8 Action Without a Meeting by Written Consent. Any action required or permitted by the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be

taken by the vote of the Lot Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Lot Owners that would have been entitled to vote on the action at such meeting and that hold a number of votes equal to twenty-five percent (25%) of the total number of votes in the Association.

3.9 Action Without a Meeting by Written Ballot. Any action required or permitted by any provision the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Lot Owners may be taken without a meeting if the Association delivers a written ballot to every Lot Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV BOARD OF DIRECTORS

4.1 Initial Directors. The Board of Directors shall be formed when all 36 units developed have been sold. Until such time, the Developer, shall oversee and act on behalf of the Association including hiring Riverbend Rentals and Property Management to carry out all daily business and operations of the Association.

4.2 Number and Term of Office. The Board of Directors shall be Members of the Association. The number of directors which shall constitute the whole Board of Directors shall be not less than three (3) no more than five (5). The initial Board shall be composed of three (3) Directors. Each director shall be elected to serve for a term of one (1) year.

4.3 Election of Directors. One (1) month before each annual meeting of the Lot Owners, the secretary of the Association shall mail to all Lot Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Lot Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Lot Owners entitled to vote on the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.9 with all written ballots due before the deadline set by the secretary. Each Lot shall have the number

of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.4 Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws.

4.5 Removal. Any director may be removed for cause from the Board of Directors by a majority vote of the Lot Owners.

4.6 Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

5.1 Regular Meetings. The regular meeting of the Board of Directors shall be held annually during the month of June at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Lot Owners at the same place as the Lot Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.2 Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.3 Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.4 Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present,

and at such later meeting at which a quorum is present, may transact any business that might have been transacted at the meeting originally called.

5.5 Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

5.6 Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI POWERS AND DUTIES OF BOARD OF DIRECTORS

6.1 Powers and Duties. All powers and duties of the Association under the Declaration, the Articles, these Bylaws, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Lot Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

- (f) Sue on behalf of all Lot Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Lot of The River Prairie Townhomes;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Lot of the of The River Prairie Townhomes;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;
- (k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of The River Prairie Townhomes and the personal conduct of any person on or with regard to of The River Prairie Townhomes property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Lot Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations that are adopted, amended or repealed by the Lot Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;
- (l) Procure insurance for The River Prairie Townhomes property and property owned or leased by the Association against loss by fire and other casualty and the Association and Lot Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;
- (m) Keep all books and records and prepare accurate reports of all transactions of the Association;
- (n) Appoint committees to carry out any tasks that the Board of Directors deems necessary or appropriate;
- (o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;
- (p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the

Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.2 Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.1 and 7.7.

ARTICLE VII OFFICERS AND THEIR DUTIES

7.1 Officers. The principal officers of the Association shall be the president, secretary, and treasurer. All officers shall be Lot Owners. The same individual may simultaneously hold more than one office in the Association, except that the President shall not also be the Secretary.

7.2 Election of Officers. The first election of officers shall take place at the first meeting of the Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.3 Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, and have such authority and perform such duties as the Board of Directors may from time to time determine.

7.5 Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.7 Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Lot Owners; serve notices of the meetings of the Board of Directors and of the Lot Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.5; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(c) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Lot Owners.

7.8 Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.9 Fidelity Bonds. The Board of Directors may require any officers, agents, or employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII BOOKS AND RECORDS

8.1 Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Lot Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Lot Owner, Mortgagee, or prospective purchaser of a Lot at the principal office of the Association, where copies may be purchased at reasonable cost.

8.2 Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.2 Budget. The Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors. The Lot Owners holding at least twenty-five percent (25%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a reserve account, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;
2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
3. The estimated remaining useful life of the Common Elements; and
4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.3 Levying and Payment of Mandatory General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy mandatory General Assessments against the Lot Owners in proportion to their respective Percentage Interest. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Lot Owner. General Assessments shall be payable to the Association in twelve (12) equal installments that shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.4 Special Assessments. Special Assessments may from time to time be levied against Lot Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and on the date or dates designated by the Board of Directors.

9.5 Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days after the date on which it is due

shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of lien against the Lots on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Lot Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Lot Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Lot.

9.6 Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Lot Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Lot Owner at the address in the Association's membership list before the third Thursday in February.

9.7 Reserve Account. All funds collected to fund a reserve account as described in section 9.02, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repair or replacement.

ARTICLE X USE

Each Lot shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XI ENFORCEMENT

It shall be the responsibility of each Lot Owner to see that the occupants and tenants of the Lot owned by such Lot Owner, and the employees, agents, representatives, invitees, and guests of such Lot Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors, or any committees of the Association that are authorized by any of the foregoing. Lot Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Lot Owner within thirty (30) days concerning the action taken. In case of a violation of any provision of the Declaration, the Bylaws, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors, or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Lot Owner or the Lot Owners of the Lot in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any

such action brought against any Lot Owner in which the Association is the prevailing party, the Lot Owner defendant in such action shall pay the Association's costs and actual attorney fees.

ARTICLE XII LIABILITY AND INDEMNITY

12.1 General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association; (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise; (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and that is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorney fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.2 Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action by which he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.2(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.3 Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.2 shall make a written request for indemnification that shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section

12.3(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Lot Owners entitled to vote; provided, however, that Lot Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days after the Association's receipt of the written request required hereunder.

12.4 Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all the following: (a) a written affirmation of his or her good-faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.3 that indemnification under Section 12.2 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.5 Partial Indemnification.

(a) If it is determined pursuant to Section 12.3 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses that are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all circumstances.

(b) If it is determined pursuant to Section 12.3 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.6 Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of

Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.7 Limited Liability of Directors and Officers.

(a) Except as provided in Subsections 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.2(b).

(b) Except as provided in Section 12.7(c), this Section 12.7 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law when the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wis. Stat. §§ 181.0832 and 181.0833.

(c) The provisions of Wis. Stat. § 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.8 Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.9 Nonexclusivity of Rights. The rights to indemnification, defense, and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association that constitutes conduct under Section 12.2(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10 Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates and in amounts and subject to such terms and conditions as

shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11 Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12 Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based on occurrences that take place before such amendment or repeal.

ARTICLE XIII GENERAL PROVISIONS

13.1 Seal. The Association shall not have a corporate seal.

13.2 Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Lot Owners.

13.3 Notices. Except as otherwise may be provided in the Wisconsin Nonstock Corporation Law, notices to any Lot Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association; or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV AMENDMENT

These Bylaws may be amended only with the assent of at least fifty-one percent (51%) of the votes of the Lot Owners.

This document was drafted by:

MICHAEL J. O'BRIEN - WI BAR NO. 1079124
O'BRIEN LAW OFFICE, LLC
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DRAFT

Document No.

**DECLARATION OF
COVENANTS,
RESTRICTIONS
AND CONDITIONS
OF THE RIVER
PRAIRIE TOWNHOMES**

Return to:

GRIP DEVELOPMENT LLC
2601 Morningside Drive
Eau Claire, WI 54703

SEE ATTACHED EXHIBIT A
Parcel Numbers

DRAFT

**DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS OF
THE RIVER PRAIRIE TOWNHOMES**

CITY OF ALTOONA, EAU CLAIRE COUNTY, WISCONSIN

WHEREAS, GRIP DEVELOPMENT LLC, is the owner and developer (the “Declarant”) of all of the real estate described herein with said development to be known as The River Prairie Townhomes (collectively, the “Property”); and

WHEREAS, the Property has been subdivided and platted with said development to be known as The River Prairie Townhomes (the “Subdivision”), having thirty-six (36) Lots (individually a “Lot” and collectively the “Lots”) and three (3) Outlots (the “Outlots”) and described below; and

WHEREAS, the Subdivision is a Townhome Planned Unit Development (“PUD”) project that consists of common property and improvements to be owned and maintained by The River Prairie Townhomes Owners’ Association, Inc. whereby membership is automatic and nonseverable and the payment of assessments are mandatory for all Lot Owners; and

WHEREAS, the Declarant, has established a general plan for the improvement and development of the Property, and does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by Declarant as owners thereof. Each and every one of these covenants and conditions, reservations and restrictions is and all are for the benefit of each present and future owner of land in the Subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions reservations, and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof, for the Property, described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and Outlots 1,2,3 The River Prairie Townhomes, City of Altoona, Eau Claire County, Wisconsin.

*****SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION*****

NOW THEREFORE, the Declarant hereby subjects the Subdivision and each lot to the following covenants, conditions, reservations, and restrictions:

**ARTICLE I
STATEMENT OF PURPOSE**

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty of the Property; to ensure the most appropriate development and improvement of each Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to ensure the highest and best residential development of the Subdivision; and to encourage and secure the construction of attractive residential structures thereon.

ARTICLE II NO ADDITIONAL LOTS

No Lots shall be subdivided so as to create additional building parcels. This Covenant shall not be construed to prevent the use of one Lot and part of another Lot as a building parcel, so long as no additional Lot or building parcel is created thereby. If more than one Lot is used as building site, then the owner must file the necessary documents to revise the plat to reflect only one Lot prior to the issuance of a building permit.

ARTICLE III APPROVAL OF PLAN

All plans for the construction of private roads and driveways and all building plans for any building, fence, wall or structure to be erected upon any lot, and the proposed location thereof (site plans) upon any lot, any changes after approval thereof, any exterior remodeling, reconstruction, alternation, or addition to any buildings, road, driveway, or other structure upon any lot on such premises shall require the approval in writing by Declarant. The person or persons desiring to erect, construct or modify the same shall submit to Declarant a complete set of plans showing the building plans and specifications for the building, fence, driveway or other structure, as applicable, as well as site plans. No construction work shall commence prior to Declarant granting approval. Declarant or their assigns must approve all exterior materials, colors, and rooflines. The Declarant shall approve all lot line setbacks. All site plans shall be site surveyed to all lot corners by the Buyer. Approval of such plans and specifications shall be by written endorsement by the Declarant on such plans and specifications, or a separate written and signed document. A copy of plans shall be delivered to the Declarant (for their use) of the lot upon which the prospective building, road driveway or other structure is contemplated, prior to the beginning of such construction. Declarant shall not be responsible for any structure defects in such plans or specification or in any building or structure erected according to such plans and specifications. If Declarant fails to serve notice of disapproval of such plans within 30 days after Declarant's receipt of the plans, such plans shall be deemed approved. Service shall be by United States Mail at the address furnished by the person seeking approval.

ARTICLE IV BUILDING

4.1 One Townhome Unit. Townhome unit for the purpose of this Declaration shall mean one single-family residential unit which is joined with other single-family residential units

existing in the Subdivision with a common wall, roof and foundation. Construction on each of the 36 Lots in the Subdivision shall be limited to one townhome unit. Each townhome unit shall be a single-family dwelling. All dwellings must have an attached garage, to be constructed contemporaneously with the dwelling. No exterior solar panels, antennae, or large satellite dishes may be used without Declarant approval.

4.2 Outbuildings Prohibited. Outbuildings are not allowed unless approved by Declarant.

4.3 Foundation Requirement. Any dwelling erected on any lot must have a full foundation or slab. Deck and porch support and similar exposed structural members must conform in design and appearance to the main structure and be approved by Declarant, or its assigns. Lots are required to utilize utilities and water supplied by the municipality.

ARTICLE V THE RIVER PRAIRIE TOWNHOMES OWNERS' ASSOCIATION, INC.

5.1 General. All Lot Owners shall be entitled and required to be a member of an association of Lot Owners known as "The River Prairie Townhomes Lot Owners' Association" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Subdivision, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin and shall not issue capital stock.

The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), this Declaration, and Wis. Stat. ch. 181 (the "Wisconsin Nonstock Corporation Law"). All Lot Owners, tenants of Lots, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and the Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Lot Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new Rule or Regulation or any revision to an existing Rule and Regulation shall become effective immediately upon distribution to the Lot Owners.

5.2 Voting of Lot Owners. Subject to the terms, conditions and limitations in the Articles and Bylaws of the Association, the Lot Owner(s) of each Lot shall be entitled to one vote as members of the Association for each such Lot owned. Where more than one person is a Lot Owner of one Lot, all such persons shall be members of the Association, but they shall be cumulatively entitled to only one vote per such Lot, and they may cast their total one vote in proportion to their ownership of such Lot.

5.3 Transfer of Control. The Lot Owners within the Subdivision shall assume control of the Association when one hundred percent (100%) of the Lots have been sold by Declarant.

5.4 Articles of Incorporation and Bylaws. The purpose and powers of the Association and the rights and obligations with respect to the members thereof shall be governed by the Articles and Bylaws of the Association; provided that, however, such Articles of Incorporation and Bylaws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration.

5.5 Management of Outlots. The Association shall have the authority to manage the Outlots, which shall be conveyed to the Association by Declarant.

5.6 Amendment of Articles of Incorporation and Bylaws. Any amendment of the Articles or Bylaws of the Association must be affirmed by Lot Owners having sixty-seven percent (67%) or more of the votes of the Association and the Common Council of the City of Altoona, Wisconsin.

ARTICLE VI ASSOCIATION POWERS

6.1 Association Powers. All Subdivision business shall be managed by the Association, through its Board. The Association's actions are binding on all Lot Owners, except as otherwise set forth in this Declaration, Articles of Incorporation, Bylaws or rules and regulations. The Association is hereby granted all powers necessary to govern, manage, maintain, repair, administer and regulate the Subdivision and to perform all of the duties required of it.

6.2 Lot Owner Compliance. Each Lot Owner and occupant shall strictly comply with this Declaration, Articles of Incorporation, Bylaws and all Association decisions, resolutions, rules and regulations adopted in accordance with this Declaration and the Association's Articles of Incorporation and Bylaws as any of same may be amended or supplemented from time to time. Acceptance of a deed or Lot occupancy shall be deemed the acceptance of such obligation and shall bind any such person as though such provisions were recited, stipulated and incorporated into any deed, conveyance or lease. Failure to comply with any of the same shall be grounds for an action to recover any amounts due, for damages or injunctive relief or both, together with interest, attorney's fees, costs and expenses incurred in connection therewith, brought by the Association on behalf of the Lot Owners, or in a proper case by an aggrieved Lot Owner. Additionally, Lot Owner's voting rights, or an occupant's right to use and enjoy the General Common Elements (except that any such occupant shall not be denied access to his Lot through the Common Elements) may be suspended during such noncompliance period by a written notice from the Association.

6.3 Association Maintenance. The Association shall be responsible for the management and control of the common areas (except patios) and shall maintain the same in good,

clean, and attractive order and repair, and shall have an easement over the entire Subdivision for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining all common areas; for snow plowing all sidewalks, driveways, private streets, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any common areas in the Subdivision.

6.4 Association Warranties and Covenants. Association further agrees and covenants as follows:

- (a) To be responsible for the watering and weeding of all lawn and grass areas on the common areas in the subdivision. The Association shall be responsible for mowing, hedging the lawn applications on the common areas in the subdivision (fertilizing/maintenance).
- (b) To care for, spray, trim, protect, plant and replant dead or damaged trees and shrubbery on the common areas in the subdivision; Additional plantings shall not cause damage to neighboring property. If so, plants shall be removed.
- (c) To keep in good repair the sidewalks, not under the jurisdiction of the City of Altoona, Wisconsin, and to keep in good repair the driveway area on said premises; Association shall be responsible for all snow removal from sidewalks and driveways.
- (d) To pay for the collection and disposal of rubbish and trash from a common garbage service contracted by Association.
- (e) To provide common mailboxes for the entire development.
- (f) To provide and maintain such exterior lighting as the Declarant or Lot Owners may unanimously agree to be deemed advisable.
- (g) To make all major exterior repairs to all buildings in the Subdivision, repaint or repair or otherwise refurbish the exterior of the structure and to keep the roof area in good repair, upon receipt of written consent of the adjoining Lot Owners. Contingency funds shall be maintained for anticipated expenses.

6.5 Damage Caused by Lot Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of the Subdivision is required as a result of the negligent, reckless, or intentional act or omission of any Lot Owner, tenant, or occupant of a Lot, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of the Subdivision is required as a result of an alteration to a Lot by any Lot Owner, tenant, or occupant of a Lot, or the

removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Subdivision following any alteration required by this Declaration, or the removal of any such alteration, the Lot Owner that committed the act or omission or that caused the alteration, or the Lot Owners of the Lot occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

6.6 Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Subdivision, areas described in Section 6.3 and Section 6.4, and administration of the Association shall be deemed to be common expenses (the “Common Expenses”), including, without limitation, expenses incurred for landscaping and lawn care; snow shoveling and plowing; improvements to the Subdivision; common grounds security lighting; municipal utility services provided to the Subdivision; trash collection; and maintenance and management salaries, wages, costs and expenses.

6.7 General Assessments. The Association shall levy monthly general assessments (the “General Assessments”) against the Lot Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Lot Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Lot on which it is assessed if a statement of lien is filed within two (2) years after the assessment becomes due. Declarant shall not be required to pay General Assessments each month however will be responsible for any portion of Lots that are not sold and any such related expenses.

6.8 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the “Special Assessments”) against the Lot Owners, or any of them, for deficiencies in the case of destruction or condemnation; for defraying the cost of improvements to the Subdivision; for the collection of monies owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Lot on which it is assessed if a statement of lien is filed within two (2) years after the Special Assessment becomes due.

6.9 Common Surpluses. If the surpluses of the Association (the “Common Surpluses”) should be accumulated, such Common Surpluses may be credited against the Lot Owners’ General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

6.10 Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Lot issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

ARTICLE VII LOT OWNER MAINTENANCE, WARRANTIES AND COVENANTS

7.1 Lot Owner Maintenance. Each Lot Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Lot (including the electrical, heating, and air conditioning systems serving such Lot, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance of exterior patio areas appurtenant to the Lot, except to the extent any repair cost is paid by the Association.

7.2 Good Condition and Repair. Each Lot shall at all times be kept in good condition and repair. If any Lot or portion of a Lot for which a Lot Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Lot Owners of such Lot, shall have the right to correct such condition or to restore the Lot to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Lot for the purpose of doing so, and the Lot Owners of such Lot shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Lot as a Special Assessment.

7.3 Common Area Appurtenant to Lot Owner. Notwithstanding the foregoing, a Lot Owner shall be obligated at all times to maintain the common areas appurtenant to its Lot in a state of cleanliness in keeping with the manner in which the Subdivision will be kept, as determined by the Board from time to time and at all times in compliance with this Declaration, the Bylaws and the Rules and Regulations as promulgated or amended from time to time by the Board. Further and notwithstanding the foregoing, a Lot Owner shall be obligated at all times to maintain the common areas appurtenant to Lot Owner in a status of cleanliness in keeping with the manner in which the Subdivision will be kept, as determined by the Board from time to time, and at all times Lot Owner shall maintain such common areas in compliance with this Declaration and the Bylaws and rules and regulations as promulgated and amended by the Board from time to time.

7.4 Lawns. The Association shall coordinate all lawncare maintenance, including mowing, fertilizing, irrigating, shrub/tree replacement. This expense shall be a part of the Association's annual budget and assessed to each Lot Owner.

7.5 Maintenance of Landscaping. The Association shall coordinate all landscape maintenance.

7.6 Lot Owner Warranties and Covenants. Each Lot Owner further agrees and covenants as follows:

- (a) To commit no act which could reasonably be pre-determined to be hazardous to or weakening to the structure to which his Townhome Unit is contained.
- (b) To refrain from engaging in any hazardous activity nor maintain any hazardous substance on the premises which could have the effect of mollifying the insurance in effect thereon.
- (c) To maintain a standard homeowner's policy of insurance for fire and extended coverage against loss or damage by fire or other casualty to the full replacement value of the owner's Townhome Unit and naming all owners, mortgages, or sellers under contract, or said Townhome Unit and naming all owners, mortgages, or sellers under contract, or said Townhome Unit as the named insurers under the policy as their respective interests may appear. The liability coverage for said property shall be in an amount of at least \$100,000.00 for injury or death to one person and \$300,000.00 for injury or death to more than one person in any one accident or occurrence and \$100,000.00 for property damage. Nothing contained herein shall preclude any Townhome Owner from carrying additional insurance on his or her or its respective unit.
- (d) To utilize the insurance proceeds received by the owner due to loss or damage to the Townhome Unit for purposes of reconstruction and/or repair so as to restore said Townhome Unit to substantially its same condition as before such loss or damage.
- (e) To refrain from installation or temporary placement of fencing. However, underground fences, such as pet fences, may be installed.
- (f) Radio and television antennae and/all satellite dishes are prohibited.
- (g) To maintain and repair his or her own sanitary sewer line and water service line to the point where the lines become the responsibility of the City of Altoona according to Altoona Municipal Codes.
- (h) To maintain and repair his or her electrical service lines to the point where the same connect with the meter set and junction box. Each individual townhome Owner or his or her agent is hereby granted the right of egress over and across all portions of an adjoining Lot for the purpose of carrying out the foregoing powers and duties.

7.7 Limitation on Liability. Further and notwithstanding the foregoing, the Declarant and/or the Association shall not be liable for any injuries or damage caused by the elements or by any person, or as a result of any utility, rain, snow or ice which may leak or flow from the common areas or from any pipe, drain, conduit, appliance or other equipment, facility or system which the

Association is obligated to maintain, including without liability any mold or mildew growth from any of the foregoing. The Association shall not be liable for loss or damage, by theft or otherwise, for property left in the Common Elements.

ARTICLE VIII LIMITATIONS ON USAGE BY LOT OWNERS

8.1 Landscaping in Drainage Ways. The natural surface drainage of any lot shall not be changed by grading, damming, filling or installing of conduits, except with the permission of Declarant, or its assigns.

8.2 Trash. No part of any lot shall be used for dumping garbage, trash, or refuse of any kind. Debris may be temporarily present in connection with construction work but must be secured to prevent such debris from being blown throughout the subdivision. Refuse may not be burned.

8.3 Pets. No animal shall be kept or maintained on any lot except for the usual household pets, and in such cases, the pets shall be so kept and maintained as not to become an unreasonable annoyance or nuisance to other residents in the subdivision by reason of movement, noise, odor or otherwise. Please refer to the Altoona City Ordinance Chapter 10.06 and 10.067 and any amendments thereto for legal provisions of household pets. Kennels are Prohibited.

8.4 Parking. Parking of service vehicles, tractors, lawn tractors, trailers, boats, travel trailers, mobile homes, campers and other recreational vehicles is prohibited unless kept in garages. Semi-tractors and truck of over one ton capacity shall not be temporarily or permanently kept on any Lot except in conjunction with providing services of a temporary nature to Lot Owner. This shall not prohibit temporary parking such vehicles for loading and unloading.

8.5 Activities. No noxious or offensive trade, hobby or any activity may be carried out on Property which will become a nuisance to the Subdivision. The Property shall be used for only residential purposes and not for agricultural, commercial, or business purposes. No loud or unreasonable noise shall be permitted. The operation of any motorbike, go-cart, or other motorized device with the Subdivision shall be deemed a nuisance if the sound generated there from is an annoyance to neighbors. The operation of snowmobiles in the Outlots is prohibited.

8.6 Yards. No clotheslines or other clothes-drying apparatus shall be permanently installed upon any Lot. No wind-powered electric generators, exterior television or radio transmitting antennae or satellite dish shall be placed without Declarant or Association approval. Seasonal decorations are permitted; however, other yard decorations and sculptures, including wildlife productions, are prohibited without Declarant or Association approval.

8.7 Exterior Building Fixtures. No exterior building fixtures, to include but not limited to windows, doors, siding, stone, roof, gutters, fascia and soffit shall be altered or changed to ensure the Subdivision's uniform aesthetic. Any changes to exterior building fixtures shall be approved in writing by Declarant.

8.8 Firearms and Hunting. No firearms shall be discharged within the Property. Not hunting will be allowed within the Property.

**ARTICLE IX
SIGNAGE, FENCING, DRIVEWAYS AND RESIDENTIAL USE**

9.1 Signage. No signs other than a sign identifying the property owner and a “For Sale” sign shall be displayed on any lot. Declarant may construct an area identification sign, identifying the subdivision, on one or more lots located near the roadway entrances to the subdivision.

9.2 Fencing. No fencing, or equivalent barriers, shall be installed on Lots. However, underground fences, such as pet fences, may be installed.

9.3 Driveways. Driveways shall be concrete or blacktop.

9.4 Residential Activities Only. No commercial or business activities shall be permitted upon the properties except as authorized as a home occupation by applicable zoning.

**ARTICLE X
PARTY WALL AGREEMENT**

10.1 Party Wall Maintenance. “Party Wall” for the purpose of this Declaration shall mean and refer to the dividing wall between the townhome units, including without limitation that portion of the wall dividing each townhome unit’s respective garage and any other exterior portions of the building. Any matters concerning the Party Wall which are not covered by the terms of this Declaration shall be governed by the general rules of law regarding party walls. The cost of maintaining the Party Wall shall be borne equally by the Parties, who are the Lot Owners of the townhome units.

10.2 Costs of Repair. In the event of damage or destruction to the Party Wall (or “Common Structure” including the shared roof and/or overhang), from any cause, other than the negligence of either Lot Owner, the Lot Owners of the townhome units shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the Lot Owners of the townhome units. Each such Lot Owner shall have the right to the full use of said Common Structure so repaired and rebuilt. If any Lot Owner’s negligence shall cause damage to or restored and shall be entitled to have a mechanic’s lien on the Lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party’s share of the repair or replacement costs together with interest at the maximum rate allowable. The party having such Common Structure repaired shall, in addition to the mechanic’s lien, be entitled to recover attorney’s fees and shall be entitled to all other remedies provided herein or by law. The mechanic’s lien granted herein is effective only if filed and recorded in Eau Claire County.

10.3 No Alteration or Change. Neither Lot Owner shall alter or change a Common

Structure in any manner, non-structural interior decoration expected, and such Common Structures shall remain in the same location as when originally erected. Each adjoining Lot Owner to said Common Structure shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure an any other additional area necessary to repair, replace, and maintain the same.

10.4 Condition and Repair of Exterior Walls. Each Lot Owner shall keep all exterior walls of the dwelling unit is in good condition and repair at his or her sole cost and expense. No Lot Owner shall do or permit to be done any act of thing that would tend to depreciate the value of the building (i.e., variance in design, colors, roofing, etc.)

10.5 Condition and Repair of Roof. Each Lot Owner shall maintain the roof over his or her dwelling unit is good condition and, in such manner, so as not to damage any other portion of the building. Each Lot Owner shall share equally in the costs to repair or maintain the roof over the Party Wall due to normal wear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be coordinated between the Lot Owners.

10.6 Negligence. A Lot Owner who, by his or her negligence, disinterest or willful act causes a Party Wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roof shall be in accordance with Section 10.5

10.7 Litigation. In the event it shall be necessary for any Lot Owner to place this Declaration in the hands of an attorney for the enforcement of any such Lot Owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and if it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney's fees, as determined by the court, in addition to any other relief or recovery awarded by the Court.

ARTICLE XI EASEMENTS AND ENCROACHMENT

11.1 Encroachment. In the event that, by reason of construction, settlement or shifting of the building, any part of the previously designated party walls or roof encroaches or shall hereafter encroach upon any part of the adjoining unit, or any part of any unit encroaches or shall hereafter encroach upon any party of the party wall or roof, of if by reason of the design or construction of any unit, it shall be necessary or advantageous to a Lot Owner to use or occupy, for normal uses and purposes, any portion of said party walls, roof, electrical or plumbing, consisting of unoccupied space withing the building and adjoining his or her unit, valid easements for the maintenance of such encroachment and for the use of such adjoining, space 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 Townhome Units shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be

created in favor of the Lot Owner of any townhome unit if such encroachment occurred due to the willful conduct of said Lot Owner.

11.2 Shared Driveway. Each Lot Owner grants to an adjoining Lot Owner with whom they share a driveway, an easement for the right to drive over their half of the driveway, backup and turn around to permit access to and from the public street. The Association shall be responsible for maintenance, repair and snow removal of their half of the driveway. The Association's responsibilities shall include snow removal, seal coating, cracking filling, repair and replacement. The Lot Owner shall be responsible for sanding and salting the driveway.

11.3 Perpetual Easements. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Lot Owner, purchaser, mortgagee and other person having interest in said land, or any part or portion thereof.

11.4 Easement Deed. Attached hereto, as Exhibit B, is a true and accurate copy of a perpetual easement whereby the City of Altoona, as Grantor, conveyed an easement to Union Pacific Railroad Company, as Grantee, for the purpose of draining water from the Grantee's property and the right of ingress and egress to and from for the specific purpose of grading and the construction, use, operation, maintenance, repair, renewal and reconstruction of slopes to achieve the purpose of the easement. This easement is located along the south end of the Property.

ARTICLE XII COMMON AREAS OF LOT OWNERS

Each Lot Owner will have an undivided interest in the common areas which include the following: all central and appurtenant installations for services such as power, light, telephone, gas hot and cold water, heating, refrigeration, air conditioning and incinerating (including all pipes, ducts, wires, cable and conduits used in connection therewith) and all other mechanical equipment spaces necessary to the maintenance of said townhome units. However, the aforementioned shall be considered common elements only in the event said apparatus and installations existing are for the common use or necessary or convenient to the existence, maintenance or safety of the Lot Owner of said townhome unit.

ARTICLE XIII MISCELLANEOUS

13.1 Successors and Assigns. The covenant and agreements set forth in this Declaration, and the easements granted hereunder, shall be perpetuals, shall bind Declarant and the Association and their successors and assigns, and shall run with the land.

13.2 Governing Law and Partial Invalidity. This Declaration shall be construed and enforced in accordance with the terms of the laws of the State of Wisconsin. If any term of this

Declaration shall to any extent be held invalid or unenforceable, the remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

13.3 Notices. Notices to the City of Altoona shall be delivered by certified or registered mail, return receipt requested, to the City Clerk at 1303 Lunn Avenue, Altoona, WI 54720. Notices to the Declarant shall be delivered by certified or registered mail, return receipt requested, to GRIP DEVELOPMENT LLC c/o Jason Griepentrog 2601 Morningside Drive Eau Claire, WI 54703. Notices to a Lot Owner within the Subdivision shall be delivered by certified or registered mail, return receipt requested to the street address of the Lot Owner's Lot. Any party may change its address by written notice given to the other parties. Either party, their successors and assigns, may change said addresses by notice properly given hereunder.

13.4 Amendment. All provisions of this Declaration are subject to amendment by written instrument approved by the Common Council of the City of Altoona and executed by an authorized representative of the City of Altoona and by Declarant or its successors.

13.5 Enforcement. In the event any party seeks to enforce its rights, hereunder such action shall be venued in the Circuit Court of Eau Claire County. In the event of alleged material breach of this Declaration, the breaching party shall be entitled to thirty (30) days advance written notice of the alleged breach. Any alleged breach not cured within such thirty (30) day period, may be subject to an action in the Eau Claire County Circuit Court, or if all parties agree, to binding arbitration under the applicable rule of the American Arbitration Association. In any action, either in the Courts or by arbitration, the prevailing party shall be entitled to an award of its actual costs and reasonable attorney's fees.

13.6 Private Right of Legal Action. Any Lot Owner, including the Declarant, shall have the right to bring legal action to enjoin any noncompliance or violation as set forth in Section 13.5.

13.7 Terms and Covenants. This Declaration shall run with the land and shall be binding upon all Lot Owners covered by this document for a period of twenty-five (25) years from the date this Declaration is recorded, after which time it shall automatically stand renewed for successive ten (10) year periods unless an instrument terminating or changing such covenants in whole or in part is signed by at least sixty-seven percent (67%) of Lot Owners, approved by the Common Council of the City of Altoona, and recorded in the office of the Eau Claire County Register of Deeds.

13.8 Validity. Invalidation of any of these covenants or restrictions or any severable part of any covenant or restriction by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

13.9 Zoning. All Lots are further subject to all applicable zoning laws, ordinances and building codes.

13.10 City Enforcement. It is expressly understood that the City of Altoona has complete enforcement authority regarding these Covenants and Restrictions.

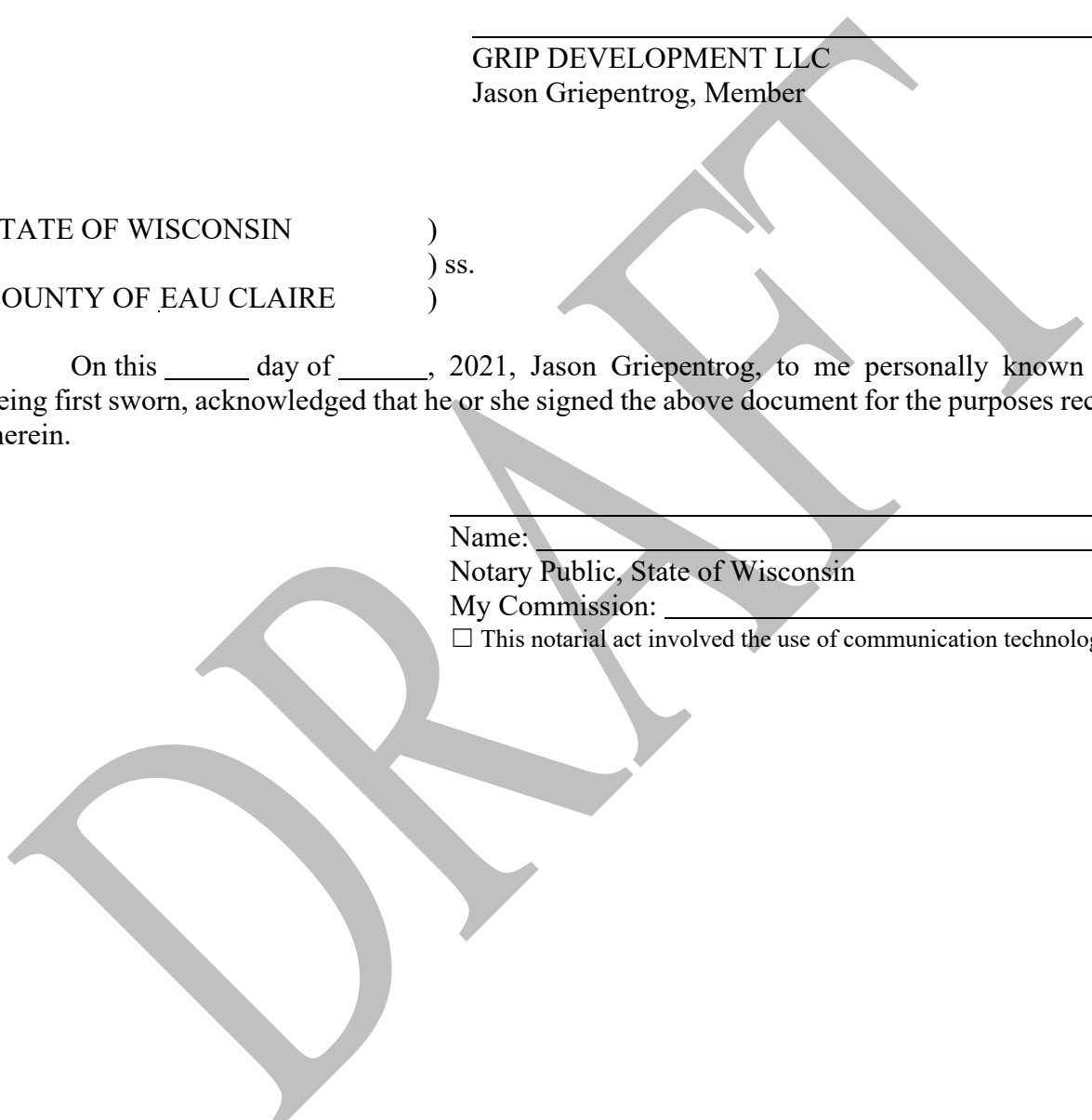
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day ____ of ____, 2021.

GRIP DEVELOPMENT LLC
Jason Griepentrog, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF EAU CLAIRE)

On this ____ day of ____, 2021, Jason Griepentrog, to me personally known and being first sworn, acknowledged that he or she signed the above document for the purposes recited therein.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____
 This notarial act involved the use of communication technology



CONSENT OF CITY

The City of Altoona hereby consents to the terms and conditions of this Declaration.

CITY OF ALTOONA,
a Wisconsin municipal corporation

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

STATE OF WISCONSIN)

) ss.

COUNTY OF EAU CLAIRE)

On this _____ day of _____, 2021, _____ & _____,
to me personally known and being first sworn, acknowledged that he or she signed the above
document for the purposes recited therein.

Name: _____

Notary Public, State of Wisconsin

My Commission: _____

This notarial act involved the use of communication technology

This document was drafted by:

MICHAEL J. O'BRIEN - WI BAR NO. 1079124
O'BRIEN LAW OFFICE, LLC
13 E SPRUCE STREET, SUITE 108
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(715) 861-7199
mike@mobrienlaw.com

DRAFT



[To Agenda>>](#)

MEMORANDUM

TO: Altoona Plan Commission

FROM: Joshua Clements, City Planner

DATE: March 9, 2021

SUBJECT: Summary of March 9, 2021 Plan Commission

Provided below for your consideration is a summary of the Plan Commission agenda items.

(VI) NEW BUSINESS

ITEM 6 - Recommendation to Council regarding selection of a Firm for Planning Services Contract. (Will be discussed at the March 11, 2021 Council Meeting).

See Enclosed:

- Planning Department Memo 2021 March 4

As you know, the City has allocated 2021 budget resources to undertake a new comprehensive plan. The City received eight responses and interviewed four firms. Please see the enclosed Memorandum briefly summarizing the recruitment process to this point.

The review committee recommends the selection of **Vandewalle Associates** to enter into contract negotiations to complete the Comprehensive Planning Services and East Area Neighborhood Plan. An affirmative selection will empower city staff to negotiate a contract that includes a scope of work and fee arrangement.

Suggested Motion: I move to recommend/not recommend the selection of Vandewalle Association to enter into contract negotiations for Comprehensive Planning Service.

PLANNING DEPARTMENT

Planning Services Contract

2021 March 4

TO: Altoona City Council
Altoona Plan Commission

FROM: Joshua Clements AICP, City Planner

CC: Mike Golat, City Administrator
Roy Atkinson, Management Analyst

RE: Selection of Firm for Planning Services Contract

As you know, the City of Altoona 2021 Budget includes resources for three planning activities: Comprehensive Plan; East Area Neighborhood Plan; and Windsor Forest Place Plan. This Memorandum briefly describes the advertisement and screening process relating to the selection of a Firm or Firms to complete the first two of these activities. As you recall, the Plan Commission and Council approved the content and process of each activity advertised as Requests for Qualifications (RPQ).

The RFQ for Comprehensive Planning Services (CP) was issued on December 17th and responses due on February 8th. The City received eight responses. At least two additional Firms inquired but did not prepare a response. Staff and reviewers were pleased with the number and impressed with the quality of the responses.

Community Colaboration	MSA
Foth	SRF + Maxfield Research + CBS ²
Graef	Swanson Haskamp + Ayres Associates + Toole Design Group
Hoisington Koegler Group Inc. (HKGi)	Vandewalle Associates

The RFQ for Planning Services for the East Area Neighborhood Plan (NP) was issued on January 18th and responses due on February 22nd. The City received ten responses, including seven from Firms also involved in responses for the Comprehensive Plan.

Ayers Associates	SEH
Community Collaboration	Silvernail
Graef	SRF
HKGi	Vandewalle
MSA	Wendel

I created a review criteria worksheet to guide the review, scoring and selection process. The CP responses were distributed to all members of the Plan Commission as well as Mike and Roy with invitation to review and score. In addition to staff, five of the seven commissioners participated in the scoring of submissions. Due to the number of responses and the amount of material, this process required a week longer than initially envisioned. The scoring was completed prior to the receipt of NP responses.

I tabulated the scores from the eight reviewers, and convened a meeting of the review team comprised of City Staff, Mayor Pratt, and Councilmember Biren. The committee reviewed and discussed the scores, discussed the selection process, and identified the top four scoring responses to be invited for 75 minute interviews conducted via Zoom. The Firms invited to interview were Graef, HKGi, SRF, and Vandewalle.

During the selection process and interview discussion, the committee arrived at the approach of interviewing Firms who scored uniformly high on CP and NP responses. The firms that scored high on the CP also were among the top scores for NP, albeit with a smaller number of reviewers on the latter.

The RPQs were issued separately, with the intention being that as separate but coordinated projects may yield a broader pool of interested Firms, and potential benefit of realizing talent and insight from multiple Firms. However, the responses to the NP indicated our budget may be limiting in achieving the desired outcome from that project. Several firms indicated that completing both projects as a single contract would yield budgetary benefits.

If there was a Firm that was distinguished in the CP, and a separate Firm distinguished in the NP, the committee would retain the option to recommend separate contracts as initially envisioned.

The interviews were held on March 2nd and 3rd. Following the interviews, the committee met to discuss. Each of the firms interviewed were impressive and displayed various strengths and experiences. The high quality and competitiveness of the interviews necessitated call-back 30-minute interviews on March 4th with Graef and Vandewalle.

The review committee recommends the selection of **Vandewalle Associates** to enter into contract negotiations to complete the Comprehensive Planning Services and East Area Neighborhood Plan.

An affirmative selection will empower city staff to negotiate a contract that includes a scope of work and fee arrangement.

Best



Joshua Clements, AICP
City Planner



[To Agenda>>](#)

MEMORANDUM

TO: Altoona Plan Commission

FROM: Joshua Clements, City Planner

DATE: March 9, 2021

SUBJECT: Summary of March 9, 2021 Plan Commission

Provided below for your consideration is a summary of the Plan Commission agenda items.

(VI) NEW BUSINESS

ITEM 7 - Discuss/Consider recommendation to Council regarding Ordinance 3A-21 amending setbacks in the Twin Home District. (Public hearing at the March 11, 2021 Council Meeting.)

See Enclosed:

- Proposed Ordinance 3A-21

The proposed changes to the TH Twin Home District modify minimum front and side setbacks to be consistent with R-1 and R-2 requirements. When those chapters were updated in 2019, the TH District was missed. The only area of the City zoned TH is in the Prairie View Ridge subdivision. The builder may seek to utilize the proposed changes in projects this spring.

The proposed change in lot dimensions is to provide for actual existing lot dimensions of twin home lots in the City, particularly those in the Clubview Neighborhood.

Suggested Motion: I move to recommend / not recommend approval of Ordinance 3A-21.



ORDINANCE NO. 3A-21

**An ordinance of the Altoona Common Council amending Title 19 “Zoning”,
Chapter 19.37 “Twin Home District” regarding minimum building setbacks and lot dimensions**

THE COMMON COUNCIL OF THE CITY OF ALTOONA DOES HEREBY ORDAIN AS FOLLOWS:

Section One:

That Chapter 19.37 “Twin Home District” be modified as follows (note: text ~~striketrough~~ are existing marks to be removed, *italics* and **highlighted** marks to be added):

19.37.030 Yard and setback requirements.

Yard **Setback** requirements in Twin Home districts for each twin lot shall be as follows

A. Front Yard, not less than sixteen feet, provided:

1. ~~Street-facing garage doors shall be recessed by at least six feet behind either the façade of the ground floor portion of the principal building or covered porch measuring at least six feet of projection by twenty feet wide on the same visual plane;~~

~~2.~~ Street-facing garage doors shall be set back not less than twenty-four feet to the nearest portion of any public sidewalk, trail, or right-of-way line that intersects with the driveway; except alley-accessed garages or additions to existing garages;

B. Side yard, ~~8 feet~~ **5 feet** in minimum width on each **unattached** side.

C. Rear yard, not less than 20 feet.

D. ~~There shall be a minimum building setback of 75 feet from all streams and bodies of water.~~

E. Exceptions as provided in Chapter 19.56.

19.37.040 Lot area and width requirements.

A. The Twin Lot shall have a minimum area of 9,000 square feet, with not less than 4,500 square feet per single lot.

B. Twin Lots on the inside radius of a corner shall have a width of not less than ~~40~~ **20** feet at the right of way line ~~and 75 feet at the front of the twin home.~~

C. All other lots shall have a minimum width of 90 feet at the minimum front yard setback.

Section Two:

A copy of Chapter 19.37 is permanently on file and open to public inspection in the office of the Altoona City Clerk, and is incorporated by reference herein.

Section Three:

This Ordinance shall take effect and be in force from and after its passage and publication.

Dated this 11th day of March, 2021.

Approved: _____

Published: _____

Adopted: _____

Brendan Pratt, Mayor

Cindy Bauer, City Clerk

This document drafted by Joshua Clements, City Planner



[To Agenda>>](#)

MEMORANDUM

TO: Altoona Plan Commission

FROM: Joshua Clements, City Planner

DATE: March 9, 2021

SUBJECT: Summary of March 9, 2021 Plan Commission

Provided below for your consideration is a summary of the Plan Commission agenda items.

(VI) NEW BUSINESS

ITEM 8 - Discuss/Consider recommendation to Council regarding Resolution 3A-21 dedicating Perseverance Park (Discussed at February 22nd Parks Board Meeting and will be discussed at the March 11, 2021 Council Meeting).

See Enclosed:

- Proposed Resolution 3A-21

Discussed at the February 22nd Parks Board, for recommendation to the City Council.

As you may recall, the dedication of the Prairie View Ridge neighborhood included dedication of parkland to the City. The matter of naming the parkland was discussed by the Parks Board with the recommendation of “Perseverance Park”. The proposed resolution includes a brief description of the purpose of such name, including:

- Recognition of the tremendous perseverance by the people of Altoona and across the world throughout the ongoing Covid-19 pandemic, reaching one year extent within our community this very month;
- The U.S. National Aeronautics and Space Administration (NASA) successfully landed the Perseverance Rover on the planet Mars on February 18th, 2021, a historic mission marking the next progression in human exploration of our solar system, the search for evidence of past life, test new technology, and advance frontiers of knowledge.

The name Perseverance Park is to forever dedicate in our common memory and for future generations the historic events of this past year, as well as the quality and value of perseverance through adversity and hardship. The motion to recommend the name included the dedication of a marker describing the meaning and purpose of this name and the events of this year to stimulate reflection, to be placed and maintained with future improvements to the park.

The name was suggested by Parks Board Member Bruce Thielen, and welcomed with unanimous consent by the Parks Board.

Suggested Motion: I move to recommend / not recommend approval of Resolution 3A-21.

THE CITY of *Altoona*

Resolution 3A-21

Dedication of Perseverance Park

Whereas, the provision of parkland, trails and other public facilities advance public health, safety and welfare; and

Whereas, providing high-quality parks and public spaces is and has been a cornerstone of the City's approach to pursuing high quality of life for all of its residents, advancing social equity, supportive of economic development objectives, and in maintaining and preserving natural environments, native plants and animals; and

Whereas, the Altoona community and our common society continues to display perseverance, resilience, sacrifice and adaptation due to widespread disruptions and hardships created by the ongoing Covid-19 viral pandemic, as of this date approaching a year within our community and one of the most deadly pandemics in world history, and the tremendous adversity created by this generational event; and

Whereas, the U.S. National Aeronautics and Space Administration (NASA) successfully landed the Perseverance Rover on the planet Mars on February 18th, 2021, a historic mission marking the next progression in human exploration of our solar system, the search for evidence of past life, test new technology, and advance frontiers of knowledge; and

Whereas, Perseverance is the name selected by the Altoona Parks Board on February 22, 2021 for the purpose of permanent reflection and remembrance of these historic events; and

Whereas, the provision and dedication of this property to the City of Altoona by Wurzer Builders is in partial satisfaction of the City of Altoona's parkland dedication requirements; and

Whereas, the dedication of Perseverance Park shall ensure this land is reserved for enjoyment by the public and preservation of open space in perpetuity; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Altoona does hereby dedicate "**Perseverance Park**" a City Park:

- (1) The parkland area is further described as Outlot 2 of the Plat for Prairie View Ridge, more specifically the northern 0.75-acres and adjoining recreational trail so dedicated for public recreational purposes independent of the stormwater uses of the property, as illustrated in Exhibit A.
- (2) The land shall be reserved for public recreational activities, public facilities, open space, and preservation of natural plant and animal communities.

(3) A prominent and durable marker is to be commissioned and placed in association with future parkland improvements describing the purpose of the given name for Perseverance Park consistent with the Altoona Parks Board recommendation and this Resolution. This marker shall be maintained to stimulate reflection and remembrance by future park users of the historic events of our current time.

Adopted this 11th day of March, 2021

CITY OF ALTOONA

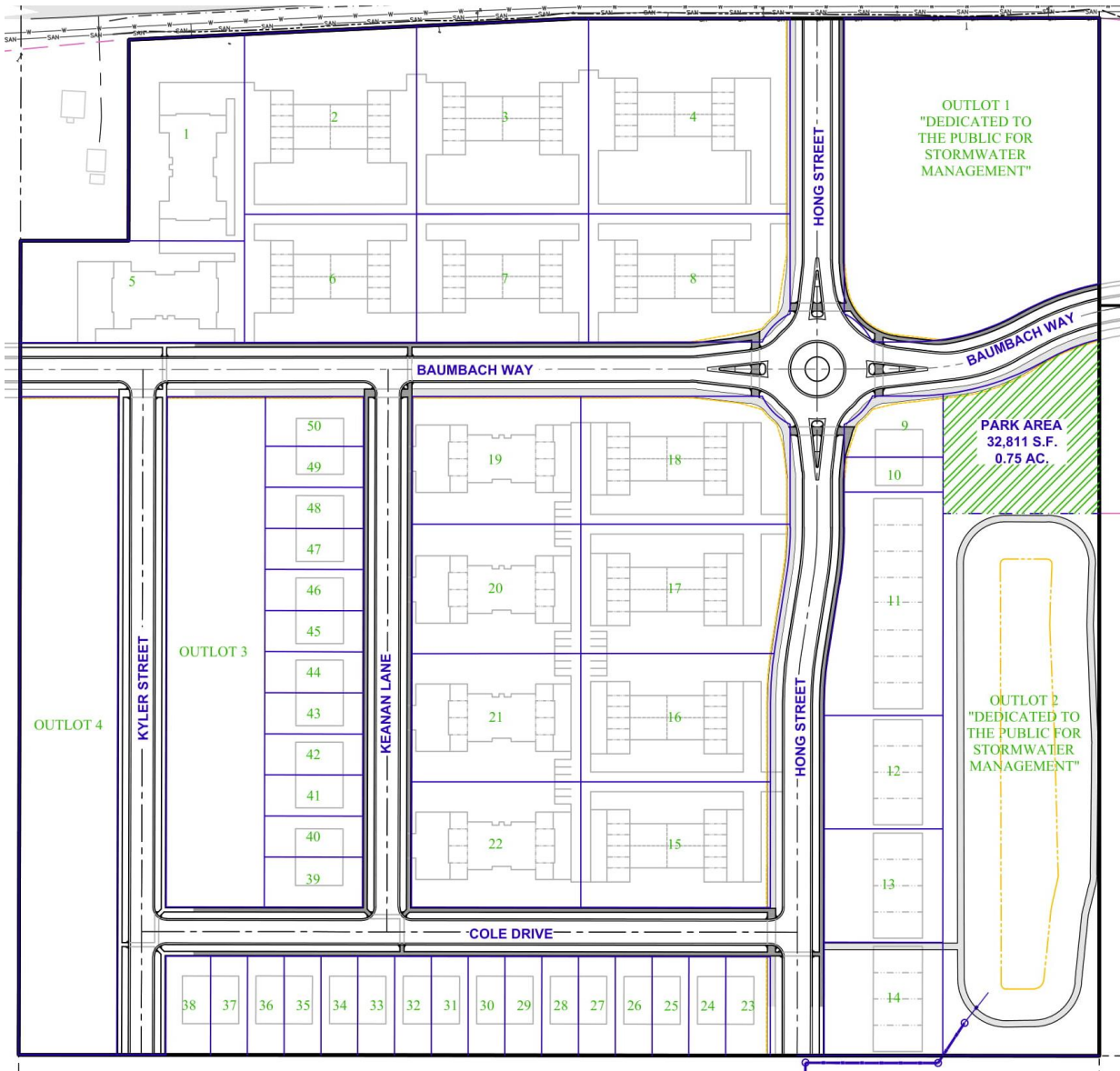
Mayor Brendan Pratt

Attest: _____
Cindy Bauer, City Clerk

Drafted By: Joshua Clements, City Planner

EXHIBIT A

Illustration of lands dedicated as Perseverance Park, including the adjacent multi-use path depicted in the image and lands appurtenant to that trail.



The enclosed illustration is for reference purposes only. See the Plat for Prairie View Ridge recorded as Eau Claire County document #1192647 V13 of Plats, Page 93 A, June 12, 2020.