

Abbey Hill

Condominium Association

Fontana, Wisconsin

Rules and Regulations

Revised December 2025

IMPORTANT PHONE NUMBERS

Property Manager

MPC Property Management LLC

120 E. Chestnut Street

Burlington WI 53105

Telephone: (262) 661-4284 Fax: (888) 611-4191

Email: carissa@mpcpm.com

Website: www.mpcpm.com (includes link to portal for Abbey Hill owners - mpcpm.appfolio.com)

Director of Community Associations: Carissa Pezewski

Office Hours: Monday through Friday 8:30 a.m. – 5:00 p.m.

For Building and Maintenance **Emergencies after normal business hours**, please call MPC Property Management

Telephone: 1-262-661-4284 (press prompt #2)

Utilities

Alliant Energy (Electric Company) (800) 862-6222

WE Energies (Gas Company) (800) 242-9137

Spectrum/Charter Communications (Cable TV) (888) 438-2427

Frontier (Telephone) (800) 204-3240

Spring Grove Alarm (847) 973-9832

(Wireless Fire & Low Temp Monitoring Co.)

Village of Fontana

Emergency

911

Village Office (262) 275-6136

Fontana Police Department – non emergency (262) 275-2135

Fontana Police Department – administrative (262) 275-2275

Fontana Fire Department – non-emergency (262) 275 2131

Emergency Medical Information/Emergency Room

Mercy Walworth Medical Center (262) 245-0535

Lakeland Aurora Health Care Center (262) 741-2000

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INTRODUCTION

The Declaration of Condominium Ownership (the “Declaration”) and the By-Laws of the Abbey Hill Condominium Association (the “Association”) contain all the covenants, conditions, restrictions and certain rules of good conduct which all Unit Owners and their guests must follow. In addition, there are other rules and restrictions which the Board of Directors (the “Board”) consider essential to the proper operation of the Abbey Hill Property (the “Property”) and harmonious relations between residents. The following set of Rules and Regulations contains those additional rules, as well as others presently covered in the Declaration and in the By-Laws which the Board believes need emphasis.

To the extent of any conflict between these Rules and Regulations and the terms of the Declaration and/or the By-Laws, the terms of the Declaration and/or the By-Laws shall control.

These Rules and Regulations are adopted by the Board under Section 6:07(e) of the Declaration. The Unit Owner’s responsibilities are to be acquainted with the Declaration, By-Laws, and the Rules and Regulations. These documents are readily available on the MPC Property Management (“Property Manager”) website www.mpcpm.com (includes the link to the portal for Abbey Hill Owners mpcpm.appfolio.com).

No set of “rules” will ever substitute for common courtesy, good sense and reasonable regard for the comfort and rights of neighbors. By the same token, no reasonable (and enforceable) set of rules will ever satisfy the individual preference of all Unit Owners. What may be enjoyable or convenient to one individual Unit Owner may be very objectionable to others.

Abbey Hill is a condominium complex with full time and part time residents. Abbey Hill is not a hotel resort, but a home to many. Unit Owners are responsible for reading and understanding these Rules and Regulations. Unit Owners are responsible for explaining and reinforcing the Rules and Regulations to guests, family and employees/contractors. This responsibility exists whether or not the Unit Owner is on the

Property. Individuals who purchase a condominium must recognize that, for the common good of all Unit Owners, certain rules and regulations have to be followed by all Unit Owners and their guests. An individual should not be permitted to disrupt the integrity of the common good through their desire for changes, however justified that change may be. **A copy of these Rules and Regulations should always be kept available in each Unit for Unit Owners and guests.**

Your Board has the responsibility of maintaining a quality of lifestyle for the enjoyment of all Unit Owners. At the same time, the Board needs to run a fiscally responsible not-for-profit organization and protect the investment of owners of all 63 Units in Abbey Hill.

In this connection, these Rules and Regulations have evolved from the experience of your Board, other condominium associations and appropriate local laws and the laws of the State of Wisconsin. It is absolutely necessary that all Unit Owners and guests adhere to these Rules and Regulations in order to maintain the quality status of our development.

The Board is elected by Unit Owners to act on behalf of the collective interests of the Association. The Board authorizes the Property Manager to provide services, maintenance and improvements for the buildings, land and property. The Property Manager is contracted by the Association to provide management and administrative services as approved and authorized by the Board.

No part of the Property shall be used for purposes other than housing and related common purposes for which the Property was designed. Each Unit is to be used for residential purposes only.

LEASING/RENTING OF CONDOMINIUM UNITS

Rental of units are NOT allowed in Abbey Hill for any reason.

ASSESSMENTS

Unit Owners are required to pay quarterly assessments and other charges at the first of the quarter (January 1, March 1, July 1, and October 1). Quarterly invoices are mailed and emailed to Unit Owners from the Property Manager. Payments may be dropped off or mailed to the Property Manager. A Unit Owner may also apply for electronic fund transfer of the quarterly assessment. An application form is available from the Property Manager or from the Property Manager's web site.

A late fee of \$100 per month will be levied for each assessment or other charges due to the Association that are not paid in full by the 10th of the month. Late assessments include those caused by checks returned for any reason. The Association may charge a fee for each check returned for any reason. The charge will be the Association's bank's current rate for returned checks.

Failure to Pay Assessments -

If a Unit Owner fails to pay the assessments due, the Board has the right to:

1. Levy a fee of interest at a rate of eighteen percent (18%) per annum which will accrue on all late payments not paid by the 91st day of delinquency.
2. File a lien against the delinquent Unit Owner until paid in full. If the account is more than 90 days past due, a lien will be filed against the property at the Walworth County Courthouse.
3. Suspend or terminate common area privileges of the Unit Owner, his/her family and/or guests, to use any of the commonly owned amenities, such as the swimming pool, Clubhouse, Guest Rooms, and other common facilities.
4. Any fees or costs incurred by the Association in connection with a Unit Owner's delinquency will be assessed to the Unit Owner.

CLUBHOUSE

The Abbey Hill Clubhouse (the “Clubhouse”) and swimming pool are condominium amenities that are for the use of all Unit Owners. The Clubhouse may be used for meetings, parties, etc. There is a rental charge for using the Clubhouse. The Clubhouse is open to individual Unit Owners for no fee if the Clubhouse is not reserved (maximum of 10 people unless otherwise approved by the Property Manager or the Board) for activities such as watching TV, playing bumper pool, card games, meetings, etc. The same rules for clean-up (described below in this Section) apply for individual Unit Owner use of the Clubhouse.

The private Guest Rooms in the Clubhouse may also be rented by guests of Unit Owners. The prevailing rate at the time of rental will apply. Please contact the Property Manager or check the Property Manager’s website for current rental rates for the Clubhouse and the private Guest Rooms. See the Section below titled “Reserving Guest Rooms” for additional information for reserving the private Guest Rooms. The Guest Rooms are only available during April 1st - January 2nd each year unless otherwise decided by the Board.

Unit Owners using the Clubhouse are responsible for leaving it clean, including the kitchen area. The Unit Owner must prepay the Property Manager for the room usage daily fee. The Property Manager may also charge the Unit Owner up to \$75.00 for cleaning fees if not left clean and actual costs for any damages that occur.

The Property Manager is to be notified in advance if the size of the group using the Clubhouse exceeds 40 guests and/or the Unit Owner desires to erect tents, canopies, etc. on the common area near the Clubhouse. Unit Owners are responsible for restoring the lawn to pre-rental condition where tents and/or canopies are used.

The following rules must be followed for use of the Clubhouse.

1. Be considerate of all Unit Owners and guests at all times.
2. No pets are allowed in the Clubhouse at any time.
3. **The daily rental does not include access to the swimming pool by party guests.** If there is a need for swimming pool access by a

small party, a formal request must be made with the Property Manager when making the reservation. Also, the number of persons must be stated in the request (adults, children under 16 years of age). Approval of the number of persons allowed to use the swimming pool may be restricted because of limited space at the pool.

4. Smoking and vaping are not allowed in the Clubhouse. Smoking is only allowed outside the Clubhouse.
5. Place all rubbish in containers provided.
6. Keep sliding doors closed if air conditioning is on.
7. When vacating the Clubhouse, all windows and doors must be closed and locked.
8. Leave the Clubhouse in the same condition it was in prior to your rental.

See the Section below titled “Swimming Pool” for a full list of all the rules for the pool and the pool area.

When using the fireplace, you must:

1. Open the flue before turning on gas logs.
2. Make sure gas supply is completely off when finished.
3. Close flue once it is cooled so heat does not escape from the Clubhouse.

While the purpose of a party is to have fun, please be considerate of other Unit Owners by keeping conversations, music etc., to a reasonable level as to not disturb Unit Owners whose units are near the Clubhouse and nearby buildings.

All lights and the stove must be turned off, garbage removed, and all the doors locked. Turn off the air conditioning, if used.

Parking is limited at the Clubhouse lot. For larger parties, guests should be directed to park on South Main Street. Parking on Abbey Hill roadways or on the grass or landscaped areas is prohibited. See Section below titled “Parking” for additional information on parking restrictions.

SWIMMING POOL

The swimming pool at Abbey Hill is one of the highlights of the Property. All Unit Owners have access to the pool.

NOTICE: NO LIFEGUARD IS ON DUTY AND ALL UNIT OWNERS/GUESTS USE THE POOL FACILITY AT THEIR OWN RISK. AN EMERGENCY PHONE IS LOCATED AT THE POOL AND A FIRST AID KIT IS LOCATED JUST INSIDE THE BATHROOM ENTRANCE OF THE CLUB HOUSE.

POOL HOURS ARE FROM 7:00AM to 9:00 PM. Access to the swimming pool area is prohibited after 9:00 PM and before 7:00 AM.

The Board has the authority to fine a Unit Owner or suspend a Unit Owner's use of the pool and Clubhouse for offenses and violations of the Rules and Regulations.

Fines will be issued for first time violations of pool rules and could range from \$100 to thousands of dollars which is dependent upon what occurred at that time. The cost of draining the pool, refilling the pool, cleaning the pool, or treating the water for the pool to be recertified and reopened, due to a pool rule violation (e.g. shattered glass, human waste, etc.), will be charged to the applicable Unit Owner. See the Section titled "Fines, Complaints and Grievances" for additional information regarding fines.

The Board will determine when the pool will be opened for use at the beginning of the summer season and when it will be closed at the end of the summer season.

NO GUEST SHALL BE ALLOWED TO USE THE POOL UNLESS ACCOMPANIED BY A UNIT OWNER OR HAVE A POOL KEY FOB. The Association reserves the right to refuse admission to anyone or to request someone to leave the pool area.

To ensure all Unit Owners and guests are able to enjoy this amenity, the rules listed below must be followed:

1. Be considerate of all Unit Owners and guests at all times.
2. Beverages can be consumed in the fenced area of the pool.
3. Glass and shatterable items are prohibited in the pool area.
Beverages **MUST** be in non-breakable containers, such as cans, non-breakable plastic containers, or solo cups.
4. Consuming food is allowed inside the fenced area of the pool.
Chewing gum is not allowed inside the fenced area of the pool. All garbage (e.g. uneaten food, food containers, utensils, napkins, cups, cans, etc.) must be properly cleaned up before leaving the pool area.
5. Smoking and vaping are not allowed inside the fenced area of the pool.
6. Pets are not allowed in the pool area.
7. Diaper changing on the pool deck is prohibited.
8. The pool gate should never be propped open.
9. **Children under the age of 16 must be accompanied by a legal adult.**
10. **No diving, running, rough or disruptive activity is allowed in the pool area.**
11. All persons must wear proper swimming attire –street clothes are not allowed in the water.
12. Young children must wear a swimming diaper while in the pool.
State health codes require the closing and cleaning or treating of the pool if human waste enters the pool. Any cost incurred by this issue will be charged to the Unit Owner whose child or guest is involved (i.e., the costs to treat, clean, drain, and/or refill the pool).
13. **Baby flotation devices (accompanied by an adult) and noodles are acceptable. No rafts, floats, inner tubes, squirt guns, super soakers, etc. are allowed in the pool.** All personal flotation devices must be US Coast Guard approved.
14. Strollers, carriages, etc. are not allowed in the pool area.
15. Life preservers are not to be removed from fences except in case of emergencies.
16. Pool furniture should not be removed from the pool area or used in the pool.
17. Retract all umbrellas and tie umbrella wraps when through with their use. If the day is windy, do not use the umbrellas.
18. Cover the chairs and lounge chairs with a towel when using suntan lotion or oil.

19. No towels, swimsuits, or other items should be draped over the pool fence, unit's balcony or deck railings. Please hang them over a chair on the deck or put them in your dryer.
20. Use proper discretion regarding the number of guests invited to the pool area, especially on Saturdays, Sundays and Holidays.
21. Do not enter the pool if you have a communicable disease or an open wound.

SWIMMING POOL KEY FOBs

To enter the swimming pool area, the Association requires the use of an electronic key fob. The key fob is registered to the Unit Owner in a database. The Association provided two key fobs to each Unit Owner (two per Unit) upon the change to the new key FOB system in 2025. If a key fob is lost, the Unit Owner will be charged a replacement fee of \$150 per key fob. The old key fob will be removed from the database and will no longer allow access to the pool.

The pool key fob is NOT waterproof. Please do NOT put it in the water.

The only authorized entry to the swimming pool area is with the use of the key fob. Any unauthorized entry may result in a fine and/or suspension of the Unit Owner's use of the pool.

The transfer of and cost of the pool key fobs is to be handled by the Seller and the Buyer if a Unit Owner sells their unit. If the transfer of the pool key fob was not made at the time of the sale, the new Unit Owner will be charged \$150 for each new pool key fob.

RESERVING GUEST ROOMS

There is a 3-day cancellation policy for reserving Guest Rooms. If a Unit Owner's plans have changed after reserving the Guest Rooms, the Unit Owner must contact the Property Manager at least 3 days before the scheduled rental date. If the Unit Owner does not cancel the rental at least 3 days before the rental date or does not use the Guest Rooms as

planned, the Unit Owner will not receive a refund of the prepaid rental fee for the time period of the scheduled rental. There are often multiple requests to rent the Guest Rooms, especially for holidays. Not using the Guest Rooms as planned/scheduled deprives other Unit Owners from using them.

Smoking and vaping are NOT allowed in the Guest Rooms at any time.

Pets are not allowed in the Guest Rooms at any time. Please have your guests (with pets) house their pets in the Unit Owners residence.

Reserving a Guest Room -

1. All rooms are for the use of guests of Abbey Hill Unit Owners only.
2. Rooms may be reserved in advance by notifying the Property Manager in writing, either by e-mail or a written request. The Unit Owner should also call the Property Manager to confirm that the requested date is available.
3. Rooms are on a first-come first-serve basis.
4. The Property Manager will contact you with the key code for entering the room prior to your arrival.
5. There is a per night charge to rent the rooms to cover cleaning and maintenance. The prevailing rate at the time of rental will apply. Please check for the current rates on the Property Manager's website, using the link for the portal for Abbey Hill Unit Owners.
6. Once the date of the guest room rental is confirmed, the rental fee must be prepaid in full to the Property Manager to secure the date. (In the event of a cancellation, a refund will be issued in accordance with the policy described above in this Section).
7. Unit Owners and guests are to furnish their own towels and soap.
8. There is no refrigerator or stove in the guest room.
9. When vacating the guest room, make sure all windows and doors are closed and locked.
10. Unit Owners should not hang anything on the Clubhouse deck rails (e.g. towels, swim suits, etc.). Also the Unit Owners and guests should not store anything on the Clubhouse deck (e.g. beverages, coolers, food, etc.).

There are two Guest Rooms available for rental.

- Room 1 is 2 bedrooms (1 Queen, 2 Twins)
- Room 2 is 1 Bedroom (1 Queen)

HEAT AND WATER SHUT OFF WHEN ABSENT

Between October 1st and April 30th it is mandatory that all Unit Owners must have their heat on and set no lower than 60 degrees Fahrenheit.

In addition, Unit Owners are required to shut off the water supply to their unit when they are gone for more than 72 hours. It is recommended to turn off the circuit breaker to the water heater and open the cabinet doors below the kitchen and bathroom sinks to prevent freezing pipes.

The Unit Owner will be responsible to repair/replace any and all damage to their unit or another Owner's unit that occurs due to a leak or water damage because the Unit Owner failed to turn ON heat and/or shut OFF their water.

UNIT MAINTENANCE REQUIREMENTS

Each Unit Owner is responsible for maintaining the following unit elements:

1. Balconies and Patios. Unit Owners are responsible for the repair/replacement of balconies and costs thereof. The Declaration at Article V, Section 5.05(a), states in relevant part: "each Unit Owner shall be responsible for repair, maintenance and appearance of the patios and balconies.....at his own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear."
2. HVAC System. Includes, but is not limited to, the clean out of the air conditioning condensate line, furnace filters and ducts.

3. Water Supply Lines. Inspect and replace if warranted. Includes washing machine lines, toilet supply, sinks, refrigerators, dishwashers, and HVAC units. The Association recommends replacing water supply lines with braided stainless hoses.
4. Dryer Vents. Inspect and clean out.
5. Water Heater. Check for condition, age, and potential leaks.
Replacing the water heater is recommended every 10 years.
6. Garage Door Exterior. Inspect for damage, condition, and working exterior.
7. Fireplace (including ducts and flue). Inspect and clean the fireplace, ducts and flue. Know where the fireplace shut off valve is located and verify it is in good working order.

The Association recommends the above maintenance inspections be done at least every 2 years by a professional. If a Unit Owner fails to comply with these maintenance requirements, and failure occurs, the Unit Owner will be held financially responsible for the damage done to any affected units or the limited or common area elements.

FIRE MONITORING/ALARM SYSTEM

Each unit is protected by a fire monitoring /alarm system. Every unit has been provided with a smoke sensor/alarm, 2 heat sensors (one in the utility room and one in the garage), and a low-temperature sensor. The smoke, heat, and temperature system notifies the monitoring agent – who contacts the Property Manager or the Fire Department, as needed.

Spring Grove Alarm installed and monitors the wireless smoke, heat, and low temperature sensors. Their number is (847) 973-9832.

Each Unit Owner must have a workable and charged fire extinguisher in their unit.

PETS

Abbey Hill is a pet friendly complex. So, for the enjoyment of Unit Owners, guests, and pets, please follow the rules listed:

1. No animals except dogs, cats, birds, or fish shall be kept in a unit. No pets shall be kept in the common or limited common areas.
2. No more than 2 dogs and 2 cats may be kept or housed on the Property by any one Unit Owner. Birds in cages and fish in bowls or tanks may be kept in reasonable number.
3. No pets are allowed in the Clubhouse, Guest Rooms or swimming pool area.
4. **Pets MUST be leashed at all times outside the unit while on the Property.**
5. Tethering pets outdoors to chains or cables unattended is not allowed.
6. **Unit Owners MUST pick up and bag any and all pet droppings and deposit it in a dumpster.**
7. Pet owners should keep in mind that a very docile animal to them may be a frightening prospect to others. Pet owners should be especially aware of a pet's likelihood to offend or possibly damage the property of others, litter on the Property, be a safety problem and/or create unnecessary noise.
8. If any pet should constitute a nuisance, as determined by the Board, the Unit Owner will be required to remove the pet from the Property.

NOISE

What may be a modest noise level to one may be quite disturbing to another. Reasonable consideration for the rights and comforts of other Unit Owners is extremely important.

1. Be considerate of all Unit Owners and guests.

2. Common courtesy dictates that any outside activity between 10:00 PM and 8:00 AM should be subdued. The playing of TV, stereo, etc. during these hours should be done with the unit doors shut and at reasonable sound levels.
3. No activity should be conducted, either willfully or negligently, that is or could become a public nuisance or annoyance to other Unit Owners.

PARKING

Unit Owners should park in their garages or in front of their garages, whenever possible, but not blocking the roadway. These are each Unit Owner's assigned parking area.

No parking is allowed on roadways, grass areas or landscaped areas on the Property. Roadways must be clear for access for emergency vehicles at all times. Certain paved or gravel parking areas are part of the common property and are available for Unit Owners and guests. Each Unit Owner is responsible to see that their guests park in the guest parking areas.

1. Association contractor service vehicles are permitted to park on Abbey Hill roads.
2. Buildings A, B, C, D, EE, G, GG, HH, and I should have their guests park either directly in front of their garage door whenever possible, but not blocking the roadway. Parking also is available in the parking lot across from the Clubhouse and a small parking lot by the Building G entryway.
3. Buildings J, KK, P, PP, O, M, and N: should have their guests park either directly in front of their garage door whenever possible, but not blocking the roadway. Parking also is available in the parking lot west of Building O.
4. Automobiles should not parallel park on Abbey Hill roads under any circumstances in order to maintain access for emergency vehicles.
5. Guests should not park in front of any unit garages, other than their own garage, unless they have permission from that Unit Owner.

6. When all designated parking areas are full, guests should be directed to park on South Main Street.
7. No driveway or any portion of outside common area or limited common area shall be used to store any inoperable, covered, or stored vehicles or other personal property.

Garage doors should be closed at all times to ensure security, for aesthetic purposes, and to keep out animals.

Do not park any boats, trailers, campers, motor homes, trucks over 3/4 ton capacity or unlicensed vehicles on Abbey Hill property without permission of the Board or Property Manager. Overnight lodging in or on any vehicle parked on the Property is not allowed.

No vehicles on the Property shall be in violation of local ordinances or State law.

Commercial vehicles of any type are not permitted to park overnight in any parking area other than in a garage without the approval of the Board or the Property Manager.

No vehicles shall be repaired or built on the property, except for emergency repairs such as tire changing and minor repairs such as fluid checks, tire inflation, light bulb replacement, etc.

LOCK OUT SERVICES

If a Unit Owner does not have a key for their unit because it has been lost, forgotten, or locked in the unit, the Unit Owner should contact the Property Manager. If a maintenance person has to come to the property, the Property Manager will assess a fee to the Unit Owner. The fee will range from \$50 to \$175, depending on the time of day and day of the week. If a maintenance person is not able to come to the property, the Unit Owner should call: **Bay Lock Service, W5476 State Road 67, Williams Bay, 53191 at 262-245-5953.**

VANDALISM OR DAMAGE TO COMMON AREAS

Damage to common areas or common equipment is the responsibility of the Unit Owners involved (including employees/contractors, guests, family and pets). In addition, common areas shall not be obstructed, littered, defaced or misused in any manner. Replacement or cleaning costs will be assessed to the Unit Owner(s) responsible.

SAFETY AND SECURITY

For the safety and security of all Unit Owners and their guests, please follow the rules listed:

1. Speed limit on Abbey Hill roads is 10 M.P.H.
2. Playing under any building is unsafe and is not allowed by the Association.
3. Use of the pond area is at your own risk. **Swimming, fishing, and ice skating are not allowed. Rock or stone throwing is not allowed at the pond.**
4. The use of fireworks is prohibited on the Property.
5. All hot tubs are prohibited.
6. All grills and fire pits on the deck area are prohibited. Open flame fires are not allowed anywhere on the Property.
7. Grills are to be placed at least 10 feet away from the exterior of the building.
8. No vegetation in Common Areas is to be removed which could cause erosion or the inability to absorb rain water that may increase water runoff.
9. If a Unit Owner causes deterioration of the Building or spaces adjacent to the Building, the Board may determine that the Unit Owner correct the situation at the Unit Owner's expense.
10. The following areas are out-of-bounds to everyone for safety and security reasons:
 - Filter room (lower level of Club House)
 - Maintenance Shop (lower level of Club House)

- Underside of all buildings and property. Storage of personal property is not allowed on the underside of any of the buildings on the Property.

Every Unit Owner is required to provide two (2) sets of keys to the Property Manager – one set for the Property Manager and the other set for Emergency Services (Fire, Police, EMT) NOK Box attached to each building. If the Unit Owner changes the locks, the Unit Owner is required to provide two sets of the new keys to the Property Manager. In the event keys are not provided to the Property Manager and emergency access to the unit is required, the Unit Owners shall be responsible for any damages or associated costs which may occur as a result of the required entry by the Property Manager or Emergency Services.

Use of skateboards is prohibited anywhere on the Property. Bicycles, ebikes, scooters, and any motorized vehicles must obey posted Abbey Hill speed limits (10 MPH).

The use or storage of grills or fire pits on decks is not permitted. Open flame fires are not allowed anywhere on the Property. We understand that many of our residents enjoy outdoor cooking. However, grilling can pose significant fire risks, especially when done in close proximity to buildings. It is important to note that this does not mean you cannot use grills. **It is required that all grills must be used and stored at least 10 feet away from the building.** This is a proven safety measure that reduces the likelihood of a fire spreading to structures. If a grill is stored in a garage, the grill must be cooled off and the gas turned off prior to storing in the garage. Any proposal to construct a pad for a grill on common property must be approved by the Board prior to construction.

CONSTRUCTION/REMODELING

Any Unit Owner interested in performing construction in their unit must follow the guidelines as set in the Declaration, By-Laws, and in these Rules & Regulations.

It is the Unit Owner's responsibility to ensure that all construction work must comply with all applicable building, health and safety codes. The Association's or Property Manager's approval of any construction plans or actual work does not mean the work complies with applicable codes. The Property Manager's or the Association's consulting architect or engineer, if any, retains the right to inspect all construction or renovation work throughout its process and after work is finished for compliance purposes.

For purposes of this Rule, construction does not include repairs or improvements to, or replacements of existing finished walls, floors, ceilings, fixtures and cabinetry not affecting or part of the Limited and Common Elements property. With respect to floors, see Section below for "Installing Hard Floor Covering" for additional information.

For the purposes of this Rule, construction includes:

1. Changes to heating and air conditioning systems.
2. Changes to plumbing systems (moving or relocating plumbing lines or fixtures).
3. Changes to electrical system, ceiling lighting, and outlet modifications or installations.
4. Installation or changes to a fireplace and/or fireplace flue or chimney.
5. Demolition and/or construction of interior walls.
6. Any project potentially affecting the structural integrity of the building.
7. Changes to life safety systems, utilities, etc.
8. Changes to exhaust systems.
9. Satellite Dish or TV antenna installation or removal.
10. Changes which impact on, or changes to, or affect the Limited and Common Elements including, but not limited to, unit entry doors, sliding glass doors, garage doors, windows, subfloors, common walls, roofs, chimneys, additional venting, patios and decks. Responsibility for changes made by the Unit Owner to the Limited and Common Elements are transferred to the new Unit Owner in the event of a sale of the Unit.

Construction proposed by Unit Owners to be done within any Unit must be submitted to the Property Manager for Board review and approval no less than fourteen (14) days in advance of the start of work. Board approval requires that the proposal include:

1. A written description of the plans in sufficient detail to clearly indicate the extent of construction. The Board may require plans that are prepared by an architect/engineer that is licensed in the State of Wisconsin.
2. If any changes to walls or other structures in the unit is being proposed, the Unit Owner is required to submit an engineering report showing the proposed modifications prepared by a licensed professional engineer.
3. A list of the general contractor and all subcontractors involved with contact names, addresses, and normal and emergency phone numbers.
4. A certificate of liability from the contractor for your protection.
5. Standard Form of Certificate of Insurance from the general contractor and all subcontractors naming the Association as additional insured. At a minimum, liability coverage must be in the industry standard amount of One Million Dollars (\$1,000,000) plus adequate workmen's compensation insurance.
6. A Letter of Guarantee to the Association by the Unit Owner.
7. All work must be completed by a contractor licensed in the State of Wisconsin or Illinois. The contractor must follow all building codes and obtain all permits as required.

The Board may require any Unit Owner who performs construction in a Unit, without prior Board permission to remove the addition, alteration or improvement and restore the Unit to its original condition at the Unit Owner's expense. If the Unit Owner fails to do so, the Board may cause such work to be "undone" and charge the Unit Owners for it. With proper notice and a violation hearing, the Board may also assess daily fines against the Unit Owner until the violation has been corrected. Attorneys' fees incurred by the Association will also be charged to the Unit Owner.

Installing Hard Floor Covering: Prior to any hard surface materials (e.g. hardwood flooring, ceramic tile, vinyl, laminate flooring) being

replaced in a unit, a Unit Owner should present to the Property Manager and the Board a request for approval on the modifications. When installing a hard floor covering, an underlayment must be installed. The Association requires that the underlayment specification meet or exceed the following: Impact Insulation Class (IIC) rating of 22 and Sound Transmission Class (STC) of 67.

Construction is permitted between the hours of 8:00 a.m. and 5:00 p.m. on weekdays. Work will also be allowed on Saturdays between the hours of 9:00 a.m. and 4:00 p.m. Otherwise, no work is to be done on weekends and/or holidays.

Construction debris is not permitted to be placed in Association garbage and recycling bins. Construction debris would include but is not limited to flooring, drywall, cabinets, etc. Unit Owners will be charged for any extra cleaning of the common areas and for any additional scavenger expenses necessitated by such construction.

Any garbage dumpster or moving pod that is needed during construction will need to be approved by the Property Manager before placement. There may be restrictions on the length of time and specific location of the dumpster.

Unit Owners should make their contractors aware that they should not block Association garbage or recycle bins, especially on Fridays and Mondays, which are the scheduled weekly garbage and recycling pick-up days, respectively.

Any damage to the Association's common or limited common elements or to other Units due to any construction or renovation work should be repaired at the expense of the Unit Owner causing the damage.

EXTERIORS OF BUILDING

The exteriors of buildings in the Association are considered common area and the property of the 63 Unit Owners. Therefore, the following guidelines apply:

1. Exteriors of buildings or grounds cannot be altered without permission from the Board. The responsibility and upkeep of any changes made to the exterior of the buildings or the grounds will be transferred to the new Unit Owner in the event of a sale of the Unit.
2. Exposed areas of window coverings must be of a solid neutral color.
3. No signs or nameplates shall be posted without prior approval of the Board.
4. Signage for the sale of condominium or other property (e.g. car, boat, furniture, etc.) is not allowed.
5. No unsightly storage is permitted on the decks.
6. Unit Owners are responsible for removal and replacement of roof items (i.e. skylights, satellite dishes, antenna etc.) during roof repair. Any additional costs incurred by the Association during a roof repair or maintenance because of a skylight, will be assessed to the Unit Owner of the skylight.
7. The hanging of towels, clothing, rugs, and other articles over the deck railings is prohibited. Please place them over a chair or put wet towels in the dryer.
8. **Written Board approval is required prior to placing any landscaping items (e.g. flower containers, plants, trees, exterior lighting, rocks, etc.) on common areas. Approved items must be maintained by the Unit Owner or they will be removed by the Association at the Unit Owner's expense. Permanent placement of items such as chairs, benches, tables, flags and other ornamental items is not permitted in the common areas.** The responsibility for the maintenance of any landscaping items placed on common areas by the Unit Owner will be transferred to the new Unit Owner in the event of a sale of the Unit.
9. Storage of personal items under any building or on any other common areas on the property is not allowed. If personal items are found under a building, the Unit Owners will be notified to have such items removed at their own expense.

GARBAGE AND RECYCLING

Garbage pick-up is on Fridays and recycling pick-up is on Monday mornings (except if it is a holiday).

Parking in front of the garbage or recycling corrals is not permitted.

Please remember that the dumpsters serve multiple units. All garbage, rubbish and litter must be suitably wrapped and deposited in garbage dumpsters / containers provided for this purpose. No garbage is to be left on the ground outside the designated dumpsters.

TV's, electronics, appliances, mattresses, or furniture are not allowed to be placed in or outside the dumpster or the dumpster area. To dispose of these items, the Unit Owner must contact the Property Manager and they will arrange for a special pickup that will be charged to the Unit Owner accordingly.

Recycling dumpsters / containers are located in numerous corrals on the Property. Glass, cans and newspapers must be placed in the proper recycling dumpsters/containers. Cardboard boxes should be flattened. All other trash should be placed in heavy plastic bags/containers and placed in the proper receptacle. Please place boxes too large for the recycling dumpsters / containers alongside the dumpsters, but inside the corral.

If a particular garbage area is full, please take your trash to another area to avoid unsanitary conditions and the attraction of raccoons or other wild animals.

No yard waste is intended for the dumpsters but yard waste can be taken by Unit Owners to the compost site located at the Duck Pond Recreation Area (operated by the Village of Fontana) for disposal.

FINES, COMPLAINTS AND GRIEVANCES

The Board and the Property Manager or their representatives are responsible for the enforcement of the Rules and Regulations. To the extent of any conflict between these Rules and Regulations and the terms of the Declaration and/or By Laws, the terms of the Declaration and/or By Laws will control.

The Association acknowledges that violations of the Rules and Regulations may have an impact on other Association Unit Owners and guests and it may be difficult to quantify the damage. The Association, therefore, has determined and agrees that fair compensation for a violation of the Rules and Regulations is as follows:

1. 1st Violation – A warning will be issued, except for violations causing damage to property, certain swimming pool violations, and late fees, in which case will result in the billing for the costs of the damages and/or fines or late fees. See Sections above “Assessments”, “Clubhouse”, “Swimming Pool”, “Reserving Guest Rooms”, “Heat and Water Shutoff When Absent”, “Unit Maintenance Requirements”, Vandalism or Damage to Common Areas”, “Safety and Security”, and “Construction/Remodeling” for additional information.
2. 2nd Violation (for the same offense) - \$100.
3. 3rd Violation (for the same offense) - \$250 and suspension from common area privileges.
4. 4th Violation (for the same offense) - \$400 and continued suspension from common area privileges.
5. 5th Violation (for the same offense) – daily fine of \$1,000 and continued suspension from common area privileges.
6. Continuing Violations (after maximum \$1,000 daily fine) – Association to file lien on Unit Owner’s property and take legal action.
7. Late Fees – See Section above “Assessments”.
8. Swimming Pool Violations – See Section above “Swimming Pool”.
9. Violations Causing Property Damages - See Sections above “Clubhouse”, “Reserving Guest Rooms”, “Heat and Water Shutoff When Absent”, “Unit Maintenance Requirements”, Vandalism or Damage to Common Areas”, “Safety and Security”, and “Construction/Remodeling”.

The Unit Owner will be assessed the amount listed above if a violation occurs. However, note that the Board will determine the exact amount of any fine based on the particular circumstances of the violation.

1. Complaints will be put in writing and sent to the Property Manager – **not to the Board.**

2. If a Unit Owner observes a violation, the Unit Owner should take a picture, if possible, and submit it to the Property Manager.
3. The Property Manager will notify the offending Unit Owner and the Board of the complaint(s).
4. Unresolved or continued complaints will be presented to the Board to take action where, and as, warranted. The complaining Unit Owner will be notified if the complaint(s) by an owner is determined to be reasonable or unreasonable by the Board.

SUSPENSION OF COMMON AREA PRIVILEGES

A Unit Owner's rights and privileges to use the common areas of the Association are dependent on the following:

1. Payment of the quarterly assessment and any other charges due on a timely basis.
2. Repeated violations of Association rules. See Section above "Fines, Complaints and Grievances".

SNOWMOBILES, MOTORBIKES, MOTORCYCLES AND GOLF CARTS

No motorbikes, motorcycles, snowmobiles, unlicensed golf carts, personal tractors, ATV's, UTV's or go-carts (i.e., anything motorized, except licensed golf carts) are allowed to be operated on the common grounds of the Property, without written approval from the Board. A Unit Owner may, however, enter and leave by motorbike, motorcycle or snowmobiles at no more than 10 M.P.H and avoid unnecessary noise by taking the most direct road to South Main Street.

ADA (Americans with Disabilities Act) compliant devices are permitted.

GARAGE SALES/OPEN HOUSES, ETC.

A one- or two-day garage sale is allowed per year for any unit. Signs are not permitted for sales, open houses, or condominium sales.

WEAPONS AND FIREARMS

The Association (including Unit Owners, guests, contractors, and employees) shall be in compliance with Ordinance 04-05-10-04 (an Ordinance Amending Section 42-42 of the Village of Fontana Municipal Code) regarding dangerous weapons and firearms. The following is a copy of Ordinance 04-05-10-04.

Section 42-42. Dangerous weapons and firearms.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
Dangerous weapon means any device, excluding firearms, designed as a weapon and capable of producing death or great bodily harm, or any other device or instrumentality which, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm. *Firearm* means any firearm, whether loaded or unloaded including a spring or air gun.
- (b) *Carrying prohibited.* No person, except a peace officer, shall be armed with a concealed or unconcealed and dangerous weapon with the Village limits. No person except a peace officer shall carry a firearm on any property owned by the Village.
- (c) *Certain knives prohibited.* No person shall sell, offer to sell, transport, purchase, possess or go armed with any knife having a blade which opens by pressing a button, spring or other device in the handle, or by gravity, or by a thrust or movement, within the Village limits.
- (d) *Discharging limited.* No person, except a peace officer, shall fire or discharge any firearm, rifle, dangerous weapon, spring or air gun within the Village limits nor in the territory adjacent to the Village, in such a manner that the discharge shall enter or fall within the Village limits.

- (e) *Exceptions.* The provisions of subsection (b) shall not apply to any firearm, rifle, spring or air gun in a person's possession or under their control if it is unloaded and knocked down or enclosed within a carrying case or other suitable container. An exception exists for persons hunting with a permit from the Village of Fontana and in compliance with the ordinances of the Village of Fontana on Geneva Lake.