# EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

## AMENDED AND RESTATED RULES AND REGULATIONS

These are the Rules and Regulations for Eagles Landing at Lac La Belle Condominium and these amend and restate and supersede the Rules and Regulations for Eagles Landing at Lac La Belle Condominium enacted in June of 2017 and any other rules and regulations previously enacted. If there is a conflict between these Rules and Regulations and the Declaration, the Declaration shall control. Nothing in these Rules and Regulations shall act to limit the rights or powers of the Declarant under the Declaration or the By-Laws of the Association. These Rules and Regulations may only be amended or modified upon the affirmative vote of a majority of the Board of Directors of the Association and no amendment or modification that adversely affects the Commercial Units are effective unless approved by the Commercial Unit Owners. While the Declarant owns Unit in the Condominium representing 25% or more of the total Interests, these Rules and Regulations shall not be amended or modified without the written consent of the Declarant. All capitalized terms used herein have the meaning assigned in the Declaration unless otherwise defined herein. The "Declaration" means the Declaration of Eagles Landing at Lac La Belle Condominium dated June 22, 2017, the First Amendment to the Declaration of Condominium of Eagles Landing at Lac La Belle Condominium dated August 19, 2017 and the Second Amendment to the Declaration of Condominium of Eagles Landing at Lac La Belle Condominium dated December 28, 2017, and as may be further amended.

A. General Use and Occupancy

1. Each of the Residential Units shall be occupied and used only as a residence by the respective owners thereof, their tenants (subject to the Declaration of Condominium), families, invitees and guests and for no other purpose (except as provided in Section 7.1 of the Declaration).

2. The common areas and facilities shall be used only for the purposes for which they are intended. The common areas and facilities shall not be obstructed, littered, defaced or misused in any manner.

3. No Unit Owner or occupant shall, except in specifically designated storage areas, place, store or maintain objects of any kind in the General Common Elements. This rule shall not preclude a Unit Owner from placing furniture and other customary balcony fixtures on their respective balcony or patio.

4. Every Unit Owner or occupant shall at all times keep his, her or its Unit and the Limited Common Elements associated with such Unit in a clean and sanitary condition.

5. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the City of Oconomowoc or adopted by the Association.

6. The use of the Unit and the undivided interest in the common areas and facilities appurtenant to such Unit shall be consistent with existing law and the Declaration of

Condominium of Eagles Landing at Lac La Belle Condominium and the Association's Bylaws.

7. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other Owners, or in such way as to be injurious to the reputation of the Condominium.

8. Common walks, parking areas and other common areas and facilities shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.

9. No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the common areas and facilities; and no bed sheets shall be hung and used as window coverings.

10. A Residential Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of his Unit, and no sign, awning, shutter, satellite dish or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the Association.

11. No Unit Owner or occupant may alter, change or remove any furniture, furnishings or equipment from the common areas or facilities.

12. A Residential Unit Owner shall be liable for the expense of any maintenance, repair or replacement to the common areas and facilities rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees. Each Commercial Unit Owner shall be liable for the expense of any maintenance, repair or replacement to the common areas and facilities rendered necessary by its negligence or the negligence of any of its employees, guests, customers or invitees.

13. Moving furniture or household effects in and out of any Residential Unit shall be accomplished only from 8:00 AM to 8:00 PM.

14. Noise which can be heard in another Owner's Unit must be avoided. Accordingly, each Unit Owner shall maintain a reasonable sound level for all TV sets, radios, pianos, organs, stereo equipment, etc.

15. Unit Owners shall place garbage and refuse for collection in containers and areas designated by the Association on the day of collection.

16. No charcoal grills are permitted on any balcony.

B. Balconies and Terraces

1. Nothing shall be hung from balcony or terrace railings that will detract from the outward appearance of the building.

2. Nothing shall be thrown or dropped from balconies or terraces.

3. Mops, rugs, or other items shall not be dusted or shaken from balconies or patios.

4. No charcoal or propane cooking shall be done on any balcony. With respect to any Residential Unit, cooking with a gas grill is permitted on the balcony serving such Residential Unit if the Owner of such Residential Unit has first obtained the prior written consent of the City of Oconomowoc Fire Department and the gas grilling set up or arrangement or equipment which the Unit Owner uses on such balcony does not violate any of the terms of the fire and casualty insurance policy(ies) held by the Association which insure the Common Elements. In addition, there will be venting duct work installed in the balcony areas for most units. Some of these are located on the street side balconies. At a future date, the association may require unit owners to install vents.

5. Awnings over balconies are allowed on units 501 and 503 but only with association approval before they are installed. All awnings or shades will be uniform in color and material to keep the building looking uniform and architecturally pleasing and extended only while in use.

6. Residential Unit Owners may not hang or display on any balcony any flags, banners, political signs, bed sheets.

7. No hot tub, jacuzzi, bathtub, swimming or wading pool, or similar fixture or equipment is permitted on any balcony. Each Unit Owner shall not install or locate on any balcony assigned to its Unit any hot tub, jacuzzi, bathtub, swimming or wading pool, or any similar fixture or equipment.

8. No smoking of cigarettes, pipes, cigars, or any other materials or devices is permitted on any balcony.

C. Pets

1. Except for dogs, cats and fish, no animals, reptiles, snakes or birds shall be permitted within the Units. The maximum number of dogs or cats permitted is two (2) with a maximum combined weight of eighty (80) pounds. An exception to the weight limit is a seeing eye dog for an Owner whose vision is impaired. No dog or cat may be kept, bred or maintained for commercial purposes. A permitted pet shall not be

allowed at large and shall be under control of a person when outside the Unit of its Owner and the Owner shall promptly remove and dispose of any solid wastes caused by such animal. Fish tanks of less than sixty (60) gallons are permitted in any Unit.

2. Dogs and cats shall be carried or kept on leash at all times when not in Units. Each Unit Owner will not bring or allow any pet of such Unit Owner onto the General Common Elements except as necessary for ingress and egress between (a) the public right of way and the Unit of such Unit Owner, or (b) the Unit of such Unit Owner and the parking spaces assigned to the Unit of such Unit Owner.

3. Each Unit Owner is responsible for promptly and fully cleaning up all pet waste left on the Common Elements by any pet brought onto the Common Elements by such Unit Owner or owned by such Unit Owner. If any Unit Owner violates this paragraph the Association will have the right to cause the applicable pet waste to be cleaned up (whether by a third party contractor or otherwise) and the cost of such removal plus a 10% administrative service charge will be charged to the applicable Unit Owner and such Unit Owner will pay such amounts within ten (10) days after the Association bills such Unit Owner. Any amount owed by a Unit Owner which is not paid by the Unit Owner may be charged to the Unit Owner and its Unit as a special assessment.

4. Each Unit Owner who keeps any pet within its Unit or on the Condominium will comply with all applicable City of Oconomowoc Ordinances which apply to the keeping of pets.

5. No Unit Owner will allow any pet kept by such Unit Owner to become a nuisance. The Association has the right to require the permanent or temporary removal from the Condominium of any pet that is a nuisance.

D. Architectural Control

1. No structural changes or exterior alterations shall be made in any Unit without prior written consent of the Board of Directors and any mortgagee holding a mortgage on said Unit.

2. Owners and residents shall not be permitted to install video antennas or satellite dishes on the Common Elements.

3. No Unit Owner or occupant shall make any additions or alterations to any common areas or facilities, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with such plans and specifications approved by the Association's Directors.

E. Financial Responsibility

1. Every Owner is responsible for prompt payment of maintenance fees, assessments, fines, or other charges authorized by the Association.

2. Violating of these rules will be subject to such legal actions initiated by the Association's Directors to enforce these rules.

3. The names of Owners whose accounts are delinquent thirty (30) days or more shall be duly notified.

F. Security

1. Each occupant is responsible for closing all doors which should be locked and for observing security regulations.

2. Solicitors shall not be permitted entry to the property.

G. Signs

Except for signs erected or installed by Declarant, no signs (including, but not limited to, advertisements, notices or other lettering) of any type, including For Sale and For Rent signs (either by the Unit Owner or realtor), shall be displayed to public view on any Residential Unit or any of the Common Elements or Limited Common Elements (except as permitted by the Declaration with respect to Commercial Units). There shall be located from time-to-time, within the Common Area outside the building, one (1) For Sale sign which shall not be larger than six (6) square feet and shall be constructed so as to allow realtors to affix a small sign to it advertising a specific Unit. So long as the Declarant owns any Unit in the Condominium no Commercial Unit Owner will establish, install, or erect any sign on any Common Elements (or within any Commercial Unit which is visible from outside the Unit) unless the Commercial Unit Owner has first obtained the written consent of the Declarant.

H. Boat Use

1. Each Unit Owner acknowledges that the Association has acquired or plans to acquire two (2) pontoon boats and one (1) speed boat for use by the Unit Owners. Once acquired by the Association, these pontoon boats, the speed boat and any replacement or additional boats acquired by the Association are referred to collectively as the "Boats".

2. Any Unit Owner may use any of the Boats on a first come first served basis. Each time that a Unit Owner uses a Boat the Unit Owner must check the Boat out by proper entry into the Association's Boat registry identifying the applicable Boat and the date and time the Boat is to be used. The Association's Boat registry will be an online registry. A Unit Owner may allow any of its guests or invitees to use any

Boats however the applicable Unit Owner will be responsible for the actions of its guests or invitees while on board the Boat.

3. No Unit Owner may use more than one Boat at a time. No Unit Owner may use, and each Unit owner shall cause its guests and invitees not to, use any Boat before 5 a.m. or after 11:00 p.m. on any day. The Unit Owners acknowledge and understand that the Boats may be unavailable from time to time due to maintenance, repairs, adverse weather, or for other reasons and that the Association does not guarantee the availability of any Boat. In addition Boats will not be available outside the typical summer boating season as determined by the Board of Directors of the Association from time to time. The Association Board of Directors may remove, sell, transfer, add to, and convey any some or all of the Boats from time to time in the discretion of the Board of Directors. The Board of Directors of the Association may require that Unit Owners and their guests and invitees sign liability waivers before any use of any Boat. The Association makes no representations or warranties concerning any Boat.

4. Other than Declarant, no Unit Owner will take or remove any Boat from Lac La Belle or the Condominium other than movement authorized by the Association for repair, maintenance, and storage. The Units Owners acknowledge that the Boats are intended for recreation use only on Lac La Belle. No Unit Owner will use any Boat for any commercial or non-recreational purposes and will cause its guests and invitees to not use any Boat for commercial or non-recreational purposes. Despite anything herein to the contrary, the Declarant will have the right to use the Boats from time to time in Declarant's discretion for showings of the Condominium to any potential or actual buyer, tenant, and/or lender and for other inspection, marketing, maintenance, repairs, and/or sales purposes relating to the Condominium and/or the Boats.

5. At the end of each use of a Boat by a Unit Owner or its guests or invitees the Unit Owner shall return the Boat, or cause the Boat to be returned, to the appropriate location at the Association's dock or pier, the Unit Owner shall cause the Boat to be properly tied to the dock or pier, and the Unit Owner shall cause the interior of the Boat to be cleaned including removal of all trash, garbage, fish, bait, and other debris. If the Unit Owner does not comply with the foregoing requirement the Association will have the right to cause the applicable Boat to be cleaned (whether by a third party contractor or otherwise) and the cost of such cleaning plus a ten percent (10%) administrative service charge will be charged to the applicable Unit Owner and such Unit Owner will pay such amounts within ten (10) days after the Association bills such Unit Owner. Any amount owed by a Unit Owner under the foregoing provisions which is not timely paid by the Unit Owner may be charged to the Unit Owner and its Unit as a special assessment.

6. In the event that any Boat is damaged which a Unit Owner or its guests or invitees is using a Boat, the Unit Owner will be responsible for the cost of all repairs and replacements for or in connection with such damage.

7. If a Boat is involved in a boating accident while a Unit Owner or its guests or invitees is using a Boat the Unit Owner must report such accident to the Association Board of Directors and shall fill out any reports required by applicable law concerning such boating accident.

8. Each Unit Owner must comply with all applicable federal, state, and municipal laws, regulations, and ordinances while using any Boat and will cause its guests and invitees to comply with all applicable laws at any time that they are using or are on board any Boat. Each Unit Owner will comply with all lake customs when using any Boat and will cause its guests and invitees to comply with such customs. No Unit Owner or guest or invitee of any Unit Owner may sleep on any Boat.

9. Each Unit Owner (the "First Party Unit Owner") will indemnify, defend, reimburse, and hold harmless the Association, the Condominium and each other Unit Owner and each other Unit Owner's guests and invitees from the negligence of the First Party Unit Owner with respect to any Boat and/or the negligence of the guests and invitees of the First Party Unit Owner with respect to any Boat.

10. No Unit Owner will engage in any racing using any Boat and each Unit Owner will cause its guests and invitees to not race any Boat.

11. No Commercial Unit Owner (other than Declarant) may use any Boat. Each Commercial Unit Owner (other than Declarant) will cause its employees and customers (other than employees or customers who are also Residential Unit Owners or guests or invitees of Residential Unit Owners) to not use any Boat.

I. Certain Additional Restrictions

In addition to the other restrictions and limitations set forth herein, no Residential Unit Owner (other than Declarant) shall do any of the following:

1. Without the prior written consent of the Association's Board for any of the following: Paint or otherwise change the appearance of any exterior wall, door, window, balcony, terrace, or any exterior surface; place any window coverings, draperies or curtains at the windows of any Unit unless the same is white and unlined or unless the same is lined with a white color material with the lining facing the exterior of the Unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building, erect or attach any structures or fixtures within the Common Elements;

2. Erect, construct or maintain any garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the Common Elements, except with the written consent of the Board;

3. Hang any laundry, garments, or other unsightly objects which are visible outside of the Unit; or

4. Park commercial vehicles, trucks, boats, campers, trailers, mobile homes and similar vehicles in any parking space.

J. Flooring Requirements

Each Unit Owner will, prior to installing any tile or hardwood flooring in its Unit, install the sound dampening materials beneath such flooring as the Declarant reasonably requires at the Unit Owner's sole cost and expense.

K. Fireplace Requirements

No Unit Owner will install or use any wood or charcoal burning fire place in its Unit. No Unit Owner will burn any wood, coal, or charcoal within its Unit. The only fireplaces that are permitted in any Unit are gas fireplaces.

L. Restaurant Use Rules

The "Restaurant Unit" is Unit 103 as described on the Plat. The following shall apply to the Restaurant Unit:

1. The hours of operation for any restaurant or other food service business operating out of the Restaurant Unit will be those established under the applicable City of Oconomowoc Ordinances, any license or permit issued by the City of Oconomowoc to the applicable restaurant operator, or any operating agreement between the restaurant operator and the City of Oconomowoc. The most restrictive applicable requirement of the foregoing will apply in the event of any conflict among the above requirements.

2. Any windows or doors to the Restaurant Unit will be closed at 9:00 p.m. each evening (or earlier) and shall not be reopened prior to 11:00 a.m. the next day. This paragraph does not apply to the normal opening and closing of entrance doors for routine ingress and egress to and from the Restaurant Unit including for ordinary take out and delivery food orders for food that will be consumed at a location other than the General Common Elements.

3. The Restaurant Unit will be used only for indoor restaurant operations purposes. The Restaurant Unit shall not be used to service any outdoor restaurant or food service

activities at the Condominium or any Limited Common Elements serving the Restaurant Unit. The Restaurant Unit will not offer any outdoor dining. No outdoor food cooking, other outdoor food preparation, or other outdoor restaurant operations are permitted. The following are permitted: receiving of deliveries, disbursal of refuse into dumpsters and the removal and replacement of the dumpsters, ordinary take out and delivery food orders so long as the food is not consumed on the General Common Elements, delivery of food to users of a Boat who are on a Boat and who consume the food on a Boat, and normal ingress and egress of personnel, vendors and customers for indoor restaurant purposes at the Restaurant Unit.

4. Any restaurant or bar operated in the Restaurant Unit must be operated in accordance with all applicable laws including all ordinances and municipal codes and licensing requirements. The Restaurant Unit may not be used for any entertainment emphasizing or promoting any nudity or any lewd aspects.

## EAGLES LANDING AT LAC LA BELLE CONDOMINIUM

## CHECKLIST OF MAINTENANCE RESPONSIBILITY

**U = Unit Owner's Responsibility**
**A = Association's Responsibility**

Interior:

Painting
- Walls, ceiling and woodwork within the Unit (U)
- Doors within Unit (U)
- Window frames within Unit (U)

Caulking within Unit (U)

Small hole repair
- Within Units (U)
- In Common Areas (A)

Window, door glass and screens within Unit
- Cleaning (U)
- Repair and replacement (U)

Window, door glass and screens within Unit
- Cleaning (U)
- Repair and replacement (U)

Light bulbs - replacing within Unit (U)

Repairing or replacing appliances within Unit
- Refrigerator (U)
- Stove (U)
- Dishwasher (U)
- Washer and dryer (U)
- Garbage disposal (U)

General repair or replacing (all items are part of Unit)
- Furnace (U)
- Humidifier (U)
- Air Conditioner (U)
- Cabinets (U)
- Countertops (U)

Light fixtures (U)

General repair or replacing of equipment or structural components in Common Areas (A)

Cleaning or replacing carpet and other general cleaning
Within Unit (U)

Electrical system repair
Within the Unit (U)
In Common Areas (A)

Telephone wires
Within the Unit (U)
In Common Areas (A)

Plumbing
From fixtures within the Unit (U)
Pipes, etc. in Common Areas (A)

Mailbox maintenance (A)

Foundation
Waterproofing (A)
Cracks (A)

Insulation
Walls (A)
Ceiling (A)
Foundation (A)

Exterior:

Painting
Window frames (A)
Doors (A)
Siding (A)
Walls (A)

Caulking (A)

Roof repair and replacement (A)

Repair and replacement of gutters and siding (A)

Bush and tree trimming (A)

Landscaping (A)

Replacement of exterior lightbulbs
For fixtures attached in Balconies/Patios (U)
All other fixtures (A)

Snow removal
Driveways, sidewalks and stoops (A)
Balconies (U)

Leaf collection and disposal (A)

Cleaning leaves from gutters (A)

Telephone and utility lines (A)

Repair, maintenance or replacement
Drives, driveways, parking ramps, sidewalks and stoops (A)
Balconies/Terraces (for structural items) (A)
Balconies/Terraces (any decoration) (U)

Cleanup of pet waste (U)

Unit - Limited Common Elements:

General repair, maintenance and appearance (U)

Additional Terms:

1. Any work to be performed by the Association which pursuant to the Declaration is chargeable to any individual Unit Owner will be so charged. For example, repairs to the common elements necessitated because of actions of or damage caused by the Unit Owner.

2. No structural alterations by the Unit Owner may be made, even in the course of performing the Unit Owner's responsibilities herein outlined, without the express permission of the Association.

3. Promptly report the need for repairs to the Association.

4. If in doubt as to whose responsibility it is to see to a specific repair or type of maintenance, call the Association.

5. This Checklist is advisory only. Where a conflict exists between the provisions of this Checklist and those of the Declaration or the Rules and Regulations set forth above this Checklist, the Declaration or Rules and Regulations (as applicable) controls.