

SECTION 9

RULES AND REGULATIONS

**RULES AND REGULATIONS
OF
FOWLER LAKE VILLAGE CONDOMINIUM**

Declarant hereby adopts the following rules and regulations, which the Secretary is authorized to publish:

The following are the Rules and Regulations of Fowler Lake Village Condominium Owners Association, Inc. (the "Association"). These Rules and Regulations may be amended or repealed by a majority vote of the Board of Directors at any time during the existence of the Condominium; provided, however, that the Rules and Regulations contained herein are subject to the Declaration of Fowler Lake Village Condominium (the "Condominium"), as amended from time to time, and the Bylaws of the Association. Copies of all amendments to the Rules and Regulations shall be furnished to the Unit owners by the Secretary at least ten days prior to the time such amendment shall be effective. Capitalized terms not defined herein shall have the meaning attributed to such terms as set forth in the Declaration of Fowler Lake Village Condominium.

PRELUDE

Congratulations on your purchase of a Unit in the Condominium. Condominium ownership has a great many benefits. Such ownership, however, carries certain responsibilities that are not shared by renters in an apartment setting. As a Unit owner, you are part owner of the entire project and are automatically a member of the Association that manages the common elements of the Condominium. In a sense, the owner is the landlord.

These Rules and Regulations are your rules and regulations and are intended to help all Unit owners manage their shared interests. It is generally the responsibility of the Association to manage the Common Elements of the Condominium and not to be involved in the management and maintenance of individual Units except to the extent that it affects other Unit owners.

As a Unit owner, you can all improve your ownership experience by bringing to it an attitude of mutual interest and cooperation. It is not the role of the Association to manage the relationships of neighbors. Try to approach your neighbors as you would in a single-family neighborhood working out differences in a friendly and understanding manner. Again, welcome to the Condominium. We are confident that you will enjoy and take pride in Fowler Lake Village.

ARTICLE I

ENFORCEMENT AND MANAGEMENT

1. In order to reduce expense and maintain uniform enforcement of the rules, the President of the Association will designate one or more persons through whom all questions and concerns regarding the enforcement of these Rules and Regulations will be communicated, to the Association. All Unit owners will be notified in writing of the persons so designated. Except in the case of an emergency, all communications to the President's

designee should be in writing. The President's initial designee is Jeff Seymour, telephone number (262) 893-9227.

2. Other than the President's initial designee, Unit owners are not to have direct contact with any third-party hired by the Association to repair, or maintain the Common Elements of the Condominium. Such direct contact could lead to substantial additional expense to the Association and, therefore, the Unit owners in the form of increased assessments. Accordingly, if you have a concern about Common Element maintenance, you should direct your concerns to the Association's designated representative identified pursuant to Section 1 of these Rules and Regulations.

3. Dispute Resolution. The Association is willing to help Unit owners find solutions to disputes; however, the Association is not a law enforcement agency nor a court. Unit owners should comply with the following procedure when violations of the rules and regulations are noticed:

- a. When a neighbor acts in what you believe to be an offensive or unreasonable manner, try to approach the neighbor with your concern.
- b. In any emergency, please call the local police or fire department.
- c. If an animal is causing a problem and you cannot or are unwilling to contact the Unit owner directly, please call the local police or animal control authorities.
- d. If a violation is not resolved by a Unit owner's independent efforts, report the violation to the Association. Reports must be filed in writing with the President of the Association or such other person as the President shall designate. A report must include:
 - (i) the name and address (Unit Number) of the party involved in the violation;
 - (ii) the date and time of the violation;
 - (iii) a specific description of the violation; and
 - (iv) the name of a contact person who can provide additional information to the Association if necessary.

4. Procedure for Enforcement. The Association may enforce these Rules and Regulations as it deems necessary and appropriate pursuant to the Declaration and Bylaws. Enforcement may include recourse to the police, a lawsuit, if necessary, and fines of not less than \$25.00 per day per violation, nor more than \$500.00 per day per violation. Fines, if levied pursuant to the Bylaws, may become a lien on the Unit to which it relates.

- a. Except in the case of an emergency, the Board of Directors shall provide written notice to a Unit owner violating the Rules and Regulations.
- b. If the violation is not corrected within ten days of initial notice, the Board shall advise the Unit Owner of the fine that will be levied if the Unit owner fails to immediately comply.
- c. Any Unit owner who receives a fine may appeal the fine to the Board of Directors. To appeal, the Unit owner must notify the Board of Directors in writing and request to appear before the Board at a mutually agreeable time. During the period of Declarant Control, the Unit owner shall appear before one Director. Following the period of Declarant Control, the Unit owner shall appear before at least three Directors unless alternative arrangements are agreed to in writing.
- d. The decision of the Board of Directors regarding an appeal shall be final and binding unless the Unit owner submits a written demand for arbitration to the Board within 10 days of the date of the Board's decision. Arbitration shall be conducted by a neutral third party that is mutually agreed upon by the Unit owner and the Board. If the Unit owner and the Board cannot agree upon a neutral third party, either party may petition to the Circuit Court of the Waukesha County to appoint an arbitrator. The cost of the arbitration shall be shared equally between the Unit owner and the Board prior to the receipt of an arbitration award, but the arbitrator shall have the right to allocate fees and costs between parties as part of an arbitration award. If more than one Unit owner is a party to the arbitration, the cost of the arbitration shall be shared equally between all parties unless the arbitration award directs otherwise. Arbitration shall be final and binding.
- e. The above enforcement procedures are not exclusive. If the Board of Directors, in its sole discretion, determines that circumstances so warrant, it may proceed immediately and without notice to exercise any remedy provided in the Declaration or by law or equity, including turning the violation over to an attorney for enforcement and/or filing a lawsuit.
- f. The offending Unit owner will pay any costs incurred by the Association to enforce rules, including attorney fees.

5. All Owners are asked to make their Association assessment payments via the ACH method or automatic withdrawal from a designated account. Any Owner who does not utilize this method of payment may be charged a service fee of Twenty-Five Dollars (\$25.00) per year. Any assessment or installment not paid within ten (10) days of its due date

shall be delinquent and the Owner shall be charged interest at the rate of twelve percent (12%) per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due.

ARTICLE II

PARKING

1. All vehicles shall be parked in the designated parking stalls appurtenant to each Unit, or if permitted by applicable municipal, state or federal law, a disabled designated parking stall.

2. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked on the Condominium.

3. No Unit owner, any family members, agents, employees, tenants, invitees or guests may use any of the parking areas for the purpose of repairing or restoring any motor vehicle.

4. Any personal property that is stored, parked, located in, or on, any parking area in violation of these Rules and Regulations may be towed, removed and stored at the owner's expense. If the owner of any such property is also a Unit owner, the expense of such towing, removal and storage shall be specially assessed to such Unit owner and will become a lien on such Unit owner's Unit.

5. The Association assumes no responsibility for damage, loss or theft of any vehicle parked anywhere in the Condominium, or for damage caused by the towing, removing or storing of any property pursuant to Paragraph 5 above.

6. Every Unit owner and his family members, agents, employees, tenants, invitees or guests shall travel at safe speeds when operating a vehicle on the premises and shall obey all traffic and safety rules and regulations.

ARTICLE III

USE OF UNIT AND COMMON ELEMENTS

1. No Residential Unit owner shall occupy or use his Unit, or permit his Unit to be occupied or used, for any purpose other than as a private residence, which, subject to the Condominium Declaration or Bylaws, may include a home office for himself, his family or his temporary guests and tenants.

2. No Commercial Unit owner shall occupy or use his Unit, or permit his Unit to be occupied or used, for any purpose of than the commercial purpose approved by the Board.

3. No Unit owner, any of his family members, agents, employees, tenants, invitees or guests may obstruct in any way the use of the Common Elements or another Unit.

4. No Unit owner, any of his family members, agents, employees, tenants, invitees or guests shall carry on any noxious or offensive activity in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

5. No Unit owner, his family members, agents, employees, tenants, invitees or guests shall commit any form of waste on the Common Elements.

6. No Unit owner shall allow his Unit to be used for any improper, immoral, unlawful or objectionable purpose, nor shall any Unit owner do anything to injure the reputation of the Condominium.

7. No Unit owner, his family members, agents, employees, tenants, invitees or guests shall allow the unreasonable or unsightly accumulation of waste, litter or any form of trash in any area. All trash, garbage and other waste materials removed from a Unit shall be placed in designated covered containers provided by the municipal authority or private contractor, as may be applicable, otherwise in appropriate containers owned by the Unit owner.

8. No patios or balconies shall be used for storage of personal property including, but not limited to, motorcycles, bicycles, baby carriages, toys, sporting goods or similar items. Personal property shall not be permitted to accumulate in an unsightly or unsafe fashion on lawn areas. Seasonal patio furniture is allowed on balconies.

9. No patios or balconies shall be used for shaking or drying laundry, carpets, rugs or clothing.

10. Furniture, potted plants, hanging plants, door wreaths, flags, and other decorations that do not detract from the visual attractiveness of the Condominium may be placed on your Unit or balcony. Hanging plants should be light in weight and should be hung only from beams. Damage created by hanging plants or other decorations shall be the responsibility of the Unit owners. Unit owners are also responsible for the overall condition of plants and other decorations and the Association has the right to remove empty planters, planters with dead plants and other decorations that are in poor condition with three (3) days' notice. The Board shall have the right to determine if any of the decorations of individual Units detract from the visual attractiveness of the Condominium.

11. Grills may be utilized within the Condominium subject to any applicable terms of the Declaration, Bylaws or the City of Oconomowoc Code. Any use as permitted by the Declaration, Bylaws or City of Oconomowoc Code shall be in a safe and reasonable manner, which does not unreasonably interfere with, or endanger any other Unit owner or occupant of the Condominium.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

1. The Architectural Control Committee shall promulgate rules and regulations regarding what plans, specifications and other types of documentation must be provided to the Architectural Control Committee in order for the Architectural Control Committee to render a decision regarding any planned improvement that requires Architectural Control Committee approval. The Architectural Control Committee shall have twenty (20) business days from the receipt of the plans, specifications or other documentation to approve or disapprove the planned improvement; provided, however, if the planned improvement requires additional time to evaluate, the Architectural Control Committee shall be given such additional time as is reasonably necessary to evaluate the planned improvement. All reasonable expenses incurred by the Architectural Control Committee, including, but not limited to, the retaining of consulting engineers, architects and designers, shall be paid by the Unit owner who is requesting the evaluation of the planned improvement.

2. Construction activities will be limited to the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 4:00 p.m. on Saturday. No construction activities are permitted on Sunday. This provision does not apply to Declarant's construction activities so long as Declarant owns any Units in the Condominium.

3. In addition to the items set forth in the Declaration that require the consent of the Architectural Control Committee, the following alterations shall also require the approval of the Architectural Control Committee:

- a. The installation of all awnings, canopies, enclosures, doors or windows;
- b. The installation of any television or radio antennas, or satellite dishes, or any device used for reception of radio waves or similar data transmissions;
- c. The installation of any signs, "For Sale" signs, displays, posters or advertising material of any kind, which are visible to the public. (This rule shall not apply to or advertising material erected or installed by the Declarant.)

ARTICLE V

ANIMALS

1. Pets shall be allowed, provided the owners of pets take all reasonable actions to prevent their pets from being a nuisance, annoyance or danger to any of the Unit owners.

2. Pets shall be limited to dogs, cats, birds and fish, unless prior written approval is obtained from the Board of Directors.

3. All pet waste shall be picked up and immediately disposed of by the person in control of the pet in such person's waste container.

4. All pets shall be leashed and within the immediate control of a person when outside of a Unit. Pets need not be on a leash while in the dog run on the second floor, so long as the pet is in the immediate control of the owner or the person responsible for said pet.

5. No Unit owners shall keep more than two (2) pets. No Rottweilers, Pit Bulls, Doberman Pinschers, Akitas, Wolf hybrids, Chow Chows or Perro de Presa Canaries (Canary Dog), or other breed which increases the insurance premium for the Association, or are deemed by the Board of Directors to be dangerous, are allowed. Fish tanks must not exceed a total of 50 gallons.

6. Each pet must be licensed by the appropriate municipal authority, if required under applicable ordinances.

7. Upon written determination by the Board of Directors that an animal has been found to be a nuisance, or in any way is unreasonably interfering with the rights, comforts and conveniences of other residents, the owner of the animal shall remove the animal from the Condominium within the period determined by the Board.

ARTICLE VI

INSURANCE RATES AND COMPLIANCE WITH LAW

1. No Unit owner, nor his family members, agents, employees, tenants, invitees or guests shall do or act in any manner in any Unit or in the Common Elements which will cause an increase in the rate of insurance on the Common Elements.

2. Unit owners shall strictly comply with all municipal, state and federal fire codes including, but not limited to, those dealing with the placement and use of barbeque grills and similar cooking devices and those dealing with portable fire pits.

3. No Unit owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law or ordinance.

ARTICLE VII

LEASING OF UNITS

1. Subject to the terms of the Declaration and/or Bylaws, and the following rules, a Unit owner may lease their unit.

2. Any Unit owner who enters into a lease for their Unit shall provide the Secretary of the Association with a copy of such lease at least fourteen (14) business days prior to the tenant's anticipated signing of said lease. No lease shall be binding on the parties without the consent of the Association Secretary as evidenced by the Secretary's signature on such lease agreement.

3. As required by Section 703.315 of the Wisconsin Statutes, within five (5) business days after entering into or renewing a written lease, the Unit owner shall provide a copy of the lease to the Association. The Association shall keep a copy of any lease on file while the lease is in effect.

4. At any given time, no more than twenty percent (20%) of Residential Units shall be leased. Leasing is on a first-come-first-serve basis. The Association Board of Directors must review each new lease (including renewals), grant its approval per the Secretary's signature on such lease agreement, and confirm that the percentage of leased units has not been exceeded. A Unit owner shall retain his position as a Unit owner authorized to lease his Unit only in instances of lease renewal. There is no guarantee that a Unit owner who has previously leased his Unit can lease said Unit to a new tenant if the percentage of leased units has been exceeded.

5. No Unit may be leased for a term of less than six (6) months.

6. A Unit owner who leases their Unit shall remain primarily liable for the payment of any Assessment or any other amount due under any Condominium Document and the Association shall pursue the Unit owner for any unpaid Assessment or any other payment due the Association.

7. The rights and obligations of any tenant of any Unit shall be subject to the covenants, conditions and restrictions set forth in the Condominium Disclosure Materials. Both the tenant and the Unit owner shall be liable to the Association for tenant violations of the Condominium Disclosure Materials and/or damage to Common Areas caused by the tenant, whether or not the Unit owner has actual knowledge of the tenant's conduct.

8. Unit owners shall provide their tenants with a copy of all the Condominium Disclosure Materials including, but not limited to, a copy of these Rules and Regulations. Tenant's signed receipt for the same shall be provided to the Secretary.

ARTICLE VIII

REFUSE DISPOSAL AND RECYCLING

1. All garbage and trash must be secured in plastic bags and deposited in approved garbage containers or designated rubbish and recycling chutes.

2. No garbage and/or trash shall be permitted to become a nuisance, annoyance, safety or health hazard to the Association.

3. Failure to adhere to the proper procedures for disposing of garbage and/or trash may be subject to a written warning and fine if the problem continues.

4. Non-corrugated packing boxes, moving materials, furniture, mattresses, tires, batteries, etc., will not be taken by the regular collector and must be removed promptly from the property. Owners must contact the refuse company directly to make special arrangements for pickup and direct billing to their own Unit for that special pickup.

5. Owners are responsible for appropriately disposing of all toxic waste materials such as paint, solvents, motor oil, etc.