

FENWICK CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

ARTICLE I ADOPTION AND GENERAL PRINCIPALS

- 1.1 The Board of Directors shall adopt rules and regulations governing the use of the common elements and units, as same are defined in the Declaration, and the personal conduct of the members and the member's family, tenants and guests thereon. Such rules and regulations will be so adopted in light of the duties and rights established in the Declaration. The Board shall publish and furnish to each member the specific rules and regulations as adopted from time to time. The following general conditions shall be complied with by all members.
- 1.2 All provisions of the Declarations and By-Laws shall remain unchanged. If there is any conflict between any provision of the Declaration and any provision of the Rules and Regulations, the provision of the Declaration shall control. If there is any conflict between any provision of the By-Laws and any provision of the Rules and Regulations, the provision of the By-Laws shall control.
- 1.3 A variance of any Rule or Regulation or special dispensation due to special or extraordinary circumstances may be granted by the Board upon the Unit owner supplying the Board a written request detailing the need for a special dispensation. A majority vote of the Board will be required to grant such a variance or special dispensation. Any variance or special dispensation granted by the Board shall be subject to revocation by a majority of all Unit owners, at a meeting duly called for such purpose.

ARTICLE II USE OF PREMISES

- 2.1 The Units shall be used for residential purposes only. The Common Elements and Units shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of residential units.
- 2.2 No nuisance shall be allowed on the Common Elements or Units, nor shall any use or practice be allowed which is a source of persistent and meaningful annoyance to the residents, or which interferes with the peaceful possession or proper use of said property by the residents.
- 2.3 No flagrantly immoral, improper, offensive or unlawful use shall be made of the Common Elements or Units or any part thereof, and all valid laws, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with.
- 2.4 No rule or regulation shall be adopted by the Board which shall deprive any member of substantial property or occupancy rights, or which shall operate in a discriminatory manner.
- 2.5 Members and members' occupants shall not make or allow any noises or odors which in any way or at any time might be objectionable to other members or members' occupants. Members and members' occupants shall not cause or allow voices, musical instruments, televisions, radios or other such sound

producing devices to in any way or at any time become objectionable to other members or members' occupants.

- 2.6 No Unit owner shall decorate or alter the exterior of a Unit or the Common Elements without the prior written consent of the Board of Directors. This provision shall not be construed as to deny Unit owners the right to decorate their units for an appropriate holiday. No owner of a Unit may erect, post or display posters, signs or advertising material on the Common Elements or at locations within a Unit which are visible from the Common Elements without the prior written consent of the Board of Directors, except that a Unit owner may erect or post a temporary sign of customary and reasonable dimension relating to the "Open House" of a Unit for sale or lease (**not** a "FOR SALE" or "FOR RENT" sign). Where consent of the Board of Directors is obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules and regulations applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the exterior of the Building.
- 2.7 No items shall be stored or placed in any common area of the condominium.. All exterior and interior areas shall be kept free and clear of all items not belonging to the Association. The front lobby and parking areas are the first and last impressions of the complex; therefore at no time shall personal items be stored in these areas.

ARTICLE III SECURITY

- 3.1 No member or occupant of a member's unit shall permit the entry of any unknown person(s) into the building areas. Each member or occupant shall utilize the intercom system to assure the security of the locked first floor. In addition, each member or occupant should watch as he or she exits or enters the garage to make certain no one gains access on foot or by vehicle before the overhead door closes.
- 3.2 No soliciting or selling, including door to door soliciting of any type, shall be permitted on any part of the Common Elements without the prior written approval of the Board.
- 3.3 No member or occupant of a member's unit shall use the fire alarm system in a non-emergency situation. If the said system is utilized resulting in a false fire alarm, any member responsible for causing said false fire alarm or any member whose occupant is responsible for causing said false fire alarm shall be fined \$100.00 in addition to any charges that may be charged from a responding fire department
- 3.4
- 3.5 All members or occupants of members' units shall notify the Association of the member's or occupant's intention to be absent from the unit for a period of two (2) weeks or longer. No member or occupant shall allow newspapers or other items to accumulate which will indicate the member's or occupant's absence from the unit.
- 3.6 Each Unit owner shall be responsible for maintaining not less than one (1) fully operational smoke detector in each unit at all times. The Unit owner who fails to comply with this provision shall assume

the responsibility of any resulting damage(s) or additional resulting damages caused by their non-compliance with this provision.

ARTICLE IV LEASING OF UNIT

- 4.1 Notwithstanding any provisions regarding leasing in the Declaration and/or By-Laws any member intending to lease their unit must notify the Association not less than 30 days prior to the commencement of any such lease. Any member electing to lease their unit must within 7 days of commencement of said lease notify the Association of the following:
- (a) tenant name(s)
 - (b) tenant(s) phone numbers - home and work
 - (c) number of occupants
 - (d) written, signed statement saying tenant(s) have reviewed Declaration By-Laws, Rules and Regulations and will comply. However, members will still remain the responsible party.
- 4.2 A copy of a fully executed lease must be supplied to the Association within 7 days of commencement of said lease.
- 4.3 A Unit Owner who is renting their unit shall within 24 hours (excluding weekends and holidays) of having received a notice from the Association of their tenant(s) or their tenant(s) guest having violated a provision(s) of the Declaration, By-Laws and/or these Rules and Regulations shall serve a *"5-Day Correct or Vacate Notice"* to their tenant as allowed by Chapter 704 of the Wisconsin Statutes. This notice to the tenant must be sent *Certified Mail, return receipt requested*. A copy of this notice must also be sent to the Association *Certified Mail, return receipt requested*.
- 4.4 A Unit Owner who is renting their unit shall within 24 hours of having received a second notice from the Association of their tenant(s) or their tenant(s) guest having violated a similar provision(s) of the Declaration, By-Laws and/or these Rules and Regulations shall, as allowed by Chapter 704 of the Wisconsin Statutes, serve a *"14-Day Notice to Vacate"* to their tenant(s). This notice to the tenant(s) must be sent *Certified Mail, return receipt requested*. A copy of this notice must be also be sent to the Association *Certified Mail, return receipt requested*.
- 4.5 A Unit Owner who is renting their unit shall be obligated for enforcing this *"14 Day Notice to Vacate"* as provided by law. A Unit Owner who is renting their unit shall be assessed a fee of \$100.00 per day for each day that they have not complied with the provisions of this section. Provided that the Unit Owner has taken other immediate legal action to evict the tenant(s) having caused the violation, a Unit Owner who is renting their unit shall not be assessed this fee if the Unit Owner has followed the provisions of this section and the tenant(s) having caused the violations do not vacate the unit as required. The Unit Owner shall be liable for all costs incurred by the

Association including but not limited to damages, fines and/or legal fees to effectively correct the violations and/or evict the violating tenant(s).

- 4.6.1 Whereas the Agent of the Association or the Unit Owner having the use of a facsimile machine and that the telephone number of that facsimile machine shall be readily available to the other party, a facsimile copy shall be sufficient notice and such time periods shall commence from the time of the facsimile copy having been sent provided that the facsimile copies request and receive signed facsimile acknowledgment of receipt from the other party. This provision shall not apply as proper notice to the tenant(s) who have caused the violation.

ARTICLE V MOVE-IN/MOVE-OUT OBLIGATIONS

- 5.1 Each Association Member shall be responsible for notifying the management company, in writing, not less than seven (7) business days prior to them **or their tenant(s)** moving into or moving out of a unit. Such notice must include:

- (a) Date and time of moving
- (b) Name of Unit owner
- (c) Name of tenant (if applicable)
- (d) Notification of moving in or moving out
- (e) Address for proper return of deposit (less appropriate deductions)

Each Member shall be responsible for any and all damages and/or mess done by them or their Tenant(s) to any of the Common area(s) while moving in or out. Each Member shall, with such notice as described above, pay to the Association a returnable damage deposit of \$225.00 as security for any damages and/or mess caused by such Member, or Member's tenant(s) while moving in or out. An additional non-returnable charge of \$25.00 shall be due and payable to the Association, with such notice as described above, for the installation and removal of protective coverings for the elevator (a total of \$250.00). The deposit(s) and/or charge(s) shall be due from both the party moving in and the party moving out or in the case of a Member who is renting, the Member (not the Tenant) shall be responsible for paying double the returnable deposit amount and double the non-returnable charge amount (a total of \$500.00).

Any Member who fails to supply such notice or to pay such deposits and/or charges in advance as required, shall be assessed a fine of \$100.00 against their unit. A Seller who fails to notify the management company and make the appropriate deposits in the time as stated above, shall be immediately assessed a second fine of \$100.00 against their unit upon notification of the sale or move-in by the Buyer.

- 5.2 Appropriate deductions to the deposit(s) held above may include but are not limited to:

- (a) Actual damage to common area(s) and/or fixtures.
- (b) Cleanup and/or vacuuming of mess associated with move-in/move-out.

- (c) Fines and/or assessments as stated in 5.1.

Deductions from the deposits shall first be attributable to any fines and/or assessments then for actual damages. The deposits held by the Association shall not limit the Association from seeking actual damages in excess of the amount(s) held, notwithstanding the foregoing provision.

- 5.3 No doors deemed as common security doors nor shall the elevator be propped open at any time.

ARTICLE VI SANITATION

- 6.1 In addition to the provisions of the Declaration, the Common Elements shall not be obstructed, littered, defaced, damaged or misused in any manner.
- 6.2 All members or occupants of members' units shall place all trash in the dumpsters and recycling bins provided. All boxes shall be broken down to conserve space.
- 6.3 All members shall be responsible for adhering to any laws, ordinances, and/or rules pertaining to recycling as dictated by any Governmental, Quasi-Governmental and/or Association authority.
- 6.4 There shall be no littering of any common areas, including front and rear areas, landscaping, garages, etc... at anytime. The discard of any gum, chewing tobacco, and/or smoking material (i.e. cigarettes, cigars, etc...) shall be considered littering by these Rules and Regulations. Please use the proper receptacles.

ARTICLE VII MANAGEMENT

- 7.1 No member or occupant of a member's unit shall or attempt to direct, supervise, or in any manner assert control over any association contracted worker(s). Poor workmanship or performance of such individuals should be reported to the Board or to the property management company immediately.
- 7.2 In the event the Association utilizes the services of a professional management company to which assessments are remitted by the Unit owners or which is otherwise responsible for the accounting of paid and unpaid assessments or notifying the Unit owners of the balance of Unit owner's account or responsible for enforcement of the provisions of the Declaration, the By-laws and/or these rules and regulations all requirements or duties of the Association and/or officers (Board of Directors) shall be the requirements or duties of the management company so retained by the Association. All notices and/or requests to the Association shall be directed to the management company for presentation to the Board of Directors.

ARTICLE VIII ROOF TOP DECK RULES

8.1 The Roof Top Deck is a part of the Common Element of the Fenwick Condominium Association and is funded by and maintained for the exclusive use of the owners and residents of the Fenwick Condominiums. In order to protect the welfare and safety of all who bear a financial responsibility for the Deck, and to limit our insurance liability, the Board of Directors of the Fenwick Condominium Association has established these Rules.

- (a) Guests are welcome to join residents on the Roof.
- (b) No one under 18 years of age may be on the Roof Deck unless accompanied at all times by an owner/resident of at least 21 years of age.
- (c) No Sports or Physical Activity using any thing that can be thrown or kicked or bounced is allowed.
- (d) Playing any music at a loud volume is prohibited.
- (e) No pets are allowed on the roof at any time.
- (f) No one is allowed to walk or sit in the areas outside the rails or beyond the pavers and wooden deck.
- (g) No one may sit or stand or place any object on the vent covers.
- (h) After use the Grill should be scraped and left clean and ready for the next person.
- (i) All smoking materials must be deposited in the provided container.
- (j) The Roof Deck may not be used as a workshop or drying area for clothing or personal possessions.
- (k) No personal chairs or property may be left on the roof.
- (l) Each owner or resident is responsible for cleaning up their own spills, breakage, or trash/garbage immediately to maintain and preserve the safety and attractiveness of the Deck for all.

ARTICLE IX GARAGE RULES

- 9.1 In order to protect the safety and security of all residents of the Fenwick Condominium ("Fenwick"), and to maintain the value and appearances of the facilities, these rights have been affirmed and these rules have been established by the Board of Directors of the Fenwick Condominium Association ("Board") and apply to surface and underground parking.
- 9.2 The corporate documents of the Fenwick Condominium Association ("Association") guarantee the right of each Unit of the Condominium to the use of one parking space as assigned by and under the terms and conditions determined by the Board.
- 9.3 Any Unit with more than one vehicle wishing to park at the Fenwick must rent an additional space for each vehicle. These spaces are available on a "first come" basis.
- 9.4 An owner/resident wishing to rent a parking space either underground or on the surface lot may request that their name be placed by the Building Manager on the Waiting List for the next available space.

- 9.5 For reasons of security, it is the obligation of each owner/resident to register a vehicle description and license plate number for their vehicle(s) parked on Fenwick property with the Building Manager and to display an official Fenwick Parking Identification Tag in each registered vehicle.
- 9.6 It is the obligation of each owner/resident to see that any of their visitors who park here observe all sign-in rules as set forth in the first floor lobby.
- 9.7 All Fenwick Parking Identification Tags remain the property of the Fenwick Condominium Association and may be revoked for non-payment of garage fees (90 days delinquent) or continued violation of the parking rules. There is a \$35 charge to replace a lost parking tag.
- 9.8 A Unit owner not using his/her one allotted space and who remains current on all monthly fees may sublet that one space at whatever rate he/she determines. The name, address, phone number of the sub-lessee, vehicle description, and license number must be registered with the Building Manager and the vehicle which occupies that sublet space must display the official Fenwick Parking Tag supplied to the Unit owner.
- 9.9 A Unit owner may not sublet any additional spaces.
- 9.10 Snow mobiles, any type of water craft, or disabled vehicles may not be stored in parking spaces.
- 9.11 No items may be stored in a parking space, - with the exception of the following, which items or vehicle may not intrude into another space, walking passage, or driving lane.
- One motorcycle or two bicycles may be parked with a single vehicle.
- One spare tire may be kept in the same space with a single vehicle.
- 9.12 Absolutely nothing may be hung from the ceiling of the garage, attached by any method to the inside or outside walls or secured by any means to any inside or outside plumbing, electrical, or ventilation fixtures.
- 9.13 Smoking is absolutely prohibited in the garage.
- 9.14 Property or vehicles not conforming to these Parking Rules will be subject to towing or removal. Violation of these Rules by someone parking underground may result in reassignment to surface parking.
- 9.15 The Fenwick Condominium Association and Fen Laigh Inc. are not responsible for theft or damage to any vehicle or theft or damage to any item stored inside or outside a vehicle parked on Fenwick property.

ARTICLE XI RULE VIOLATIONS

- 11.1 Each member shall be responsible for the violations of and/or noncompliance with the By-Laws, rules, regulations, covenants, conditions or restrictions committed by the member, any individual of the member's household, any occupant of the member's unit, any tenant or sub-tenant of the member's guest or visitor or the member's occupant's guest or visitor.
- 11.2 All members and occupants of members' units shall report, in writing, any alleged violation of or non-compliance with the By-Laws, rules, regulations, covenants, conditions or restrictions as required hereunder.
- 11.3 Upon the Board's receipt of information regarding an alleged violation of or non-compliance with any By-Laws, rules, regulations, covenants, conditions or restrictions, by any member, the Board shall furnish written notice to the member by personal delivery or by regular mail to the member's last known mailing address informing the member of the alleged violation or non-compliance and of the possible imposition of a fine. If the member, within seven (7) days after receipt of said notice, fails to demand a hearing on the alleged violation by written notice delivered upon the President, the Board shall assess the fine specified in the publication of the rules and regulations. This fine and any costs, including but not limited to attorney fees, incurred by the Association in collecting same shall constitute an assessment as said term is utilized in sub-sections 3 through and including 9 of section 703.16 Wis. Stats. Unpaid fines shall incur interest at the rate of interest provided in Article XII, Section 10 of these Rules and Regulations.
- 11.4 Any member who shall consider that he or she is unfairly accused of violation of or non-compliance with any rule or is justified otherwise, shall be entitled to a hearing before the Board which shall designate an impartial referee for the hearing of evidence, all to the end that members enjoy due process and the right of hearing in respect of any claim of violation. In the case of any such proceedings, the costs thereof, if any, shall be borne by the member requesting the hearing, unless it is found by the impartial referee that the Board preceded in bad faith or without substantial cause.
- 11.5 The notice furnished by the Board informing the member of the alleged violation or non-compliance shall contain the following:
- (a) the name of the member;
 - (b) the date of delivery of the notice upon the member;
 - (c) the date(s) of the alleged violation;
 - (d) a description of the rule(s) or regulation(s) allegedly violated;
 - (e) the amount of the fine(s) that can result;
 - (f) a description of what procedure the member must take, if any, to cure the violation(s) and state the requirement of written intent to cure be made upon the president within seven (7) days;
 - (g) information regarding the members' right to demand a hearing;
 - (1) the member has seven (7) days in which to make his demand;
 - (2) such demand must be in writing;
 - (3) such demand must be made upon the president;

- (4) failure to make such demand within the required period shall constitute a waiver of the right and consequently the stated fine, if any, will be assessed against the member, together with any cost and reasonable attorney fees incurred, and shall constitute an assessment upon the member's unit.
- (5) the costs of the hearing will be borne by the member unless the impartial referee determines that the Board proceeded in bad faith or without substantial cause.
- (h) The signature of the president as president of the Association.

- 11.6 Upon a member's failure to demand a hearing and after the required period of time given the member to make such a demand, or upon a finding, by the impartial referee, of actual violation if the member has timely demanded a hearing, the Board shall notify the member in writing, by regular mail, of the imposition of the fine. The notice shall inform the member that failure to pay the fine within seven (7) days shall cause the fine and any costs of collection related thereto to constitute an assessment upon the member's unit. The fine, together with any collection costs, shall incur interest at the rate of interest provided in Article XII of these Rules & Regulations commencing eight (8) days after delivery of the notice until said amount is paid in full.

ARTICLE XII

ASSESSMENT AND ASSESSMENT COLLECTION

- 12.1 The regular monthly assessments, as and for the payment of common expenses as determined by the Board pursuant to the By-Laws of the Fenwick Condominium Association, Inc. are **due on or before the first day of each month.**
- 12.2 Special assessments, as levied from time to time by the Board, and/or the installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit owners informing of the levied special assessment.
- 12.3 Payments tendered with future dates (postdated) are not allowed and will not be accepted by the Association. The actual date of the Association's receipt of a payment shall control as to whether payment was made timely. Any costs incurred by the Association as a result of the return of a unit owner's payment due to insufficient funds, or other similar reason, shall immediately be assessed to the Unit owner's account and therefore against the Unit owner's unit, until such costs are reimbursed to the Association by the Unit owner, provided that the cost shall not be less than \$50.00. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association.
- 12.4 An automatic assessment of \$50.00 shall be made to a Unit owner's account and, therefore, against the Unit owner's unit in the event any assessment whether regular or special, whether an installment or otherwise, is not received by the Association by the fifteenth (15) day after its due date. This automatic additional assessment shall be made upon each failure by the Unit owner to remit good and timely payment of any assessment of installment thereof.
- 12.5 The Association or Agent shall provide the Unit owner written notice of each automatic additional assessment and the resulting balance owed by the Unit owner. The treasurer's failure to provide said

notice and/or the Unit owner's failure to receive said notice shall not effect, in any fashion, the imposition of such automatic additional assessment.

The resulting new balance owed by the Unit owner must be paid in full within fifteen (15) calendar days of the date on which the automatic additional assessment was made pursuant to Section 12.4 above, to prevent further and/or additional collection procedures.

- 12.6 The unit owner's right to be recognized and heard at all meetings of the Association, whether member's meetings or Board of Director's meetings, shall automatically be suspended upon the Unit owner's failure to pay any resulting new balance owed by the Unit owner, in full, on or before the date due, as determined in Section 12.5 above. Such suspension shall remain in effect until any and all moneys owed, as provided herein, are paid in full.
- 12.7 An automatic additional assessment of \$100.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit owner's account, shall be made to the Unit owner's account and therefore, against the Unit owner's unit in the event the Unit owner fails to remit, in full, by the due date any resulting balances owed pursuant to Section 12.5 above. The Association treasurer shall not be required to notify the Unit owner of the imposition of said automatic additional assessment.
- 12.8 Upon the assessment of the amount stated in Section 12.7 above, the Association treasurer shall immediately refer the delinquent Unit owner's account to legal counsel for the Association. Said legal counsel shall cause a Statement of Condominium Lien to be filed against the Unit owner's unit, (or other such method of collection so advise by legal counsel) securing all amount then owed to the Association and all amounts permitted under the laws of the State of Wisconsin, the Declaration of Condominium, the Association By-Laws, and these Rules and Regulations.

Once the Unit owner's account has been referred to legal counsel all payments of the Unit owner's account must be submitted to such legal counsel for proper application of same. In the event a Unit owner submits to said legal counsel a payment which is thereafter returned due to insufficient funds, or other similar reason, the Unit owner's account and, therefore the Unit owner's unit, shall be automatically assessed \$100.00 as and for additional costs incurred by the Association in consulting with legal counsel to recalculate and adjust the Unit owner's account.

- 12.9 An automatic second additional assessment of \$160.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit owner's account, shall be made to a Unit owner's account, and therefore, against the Unit owner's unit upon the commencement of litigation against the Unit owner for the collection of any amount owed to the Association. All costs incurred by the Association's legal counsel or advanced by the Association, with respect to prosecuting said litigation, including, but not limited to lien filing fees, court costs, post judgment supplemental costs and interest, shall be automatically assessed to the Unit owner's account, and therefore, against the Unit owner's unit.
- 12.10 Upon the Association's referral of a Unit owner's account to legal counsel for collection, the balance owed by the Unit owner, together with all subsequent accruing and/or additional assessments, shall incur interest at the rate of eighteen percent (18%) per annum until the Unit owner's account is paid in full. Said interest shall relate back to and commence from the date on which the oldest owed assessment

became due. All payments upon a Unit owner's account shall first be applied to the interest accrued, if any, and then to assessments in the order in which they were assessed.

ARTICLE XIII AVAILABLE REMEDIES AND FINES

- 13.1 The following is a schedule of the fines that will be imposed under these rules and regulations, pursuant to the provisions hereof, as a result of a member's violation of or non-compliance with the By-Laws, rules, regulations, covenants, conditions or restrictions:
- (a) **A WRITTEN WARNING for a member's first violation** of or non-compliance with a specific By-Law, rule, regulation, covenant, condition or restriction.
 - (b) **FIFTY DOLLARS (\$50.00) for a second violation** of or noncompliance with a specific By-Law, rule, regulation, covenant, condition or restriction for which the member received a written warning pursuant to paragraph (a) immediately above.
 - (c) **ONE HUNDRED DOLLARS (\$100.00) for each successive violation** of or noncompliance with a specific By-Law, rule, regulation, covenant, condition or restriction for which the member received a written warning pursuant to paragraph (a) immediately above, and incurred the imposition of the fine prescribed in paragraph (b) immediately above.
- 13.2 In addition to the provisions hereof, the remedy provisions of the By-Laws shall remain available to the Association.