RULES AND REGULATIONS
OF THE ASSOCIATION

The following rules and regulations (the "Rules and Regulations") are adopted by the Board of Directors (the "Board") for The Stonewall Heights Condominium Association, Inc, a Wisconsin non-stock, non-profit corporation (the "Association"). The purpose of these Rules and Regulations is to assure that The Stonewall Heights, A Condominium (the "Condominium") is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I
GENERAL

1.01 **Definitions.** All capitalized terms not defined herein shall have the same definitions assigned to such terms by the Condominium Declarations for Stonewall Heights, A Condominium as amended (the "Declaration") and the Bylaws of The Stonewall Heights Condominium Association, Inc (the "Bylaws") (the Declaration and Bylaws referred to as the ("Condominium Documents").

(a) Managing Agent. The term "Managing Agent" shall mean the person or entity responsible for the day-to-day management of the Condominium. Until there is a property management company hired for the Condominium, the Managing Agent shall be the President of the Association.

(b) Resident. The term "Resident" shall mean a Unit Owner and any tenant, subtenant or occupant of a Unit, and such Unit Owner's, tenant's, subtenant's or occupant's family, invitees, agents, or customers, provided all such parties have complied with all applicable requirements in the Condominium Documents.

1.02 **Applicability to all Residents.** These Rules and Regulations shall apply to and shall be complied with by all Unit Owners, and their guests, invitees, families, customers and tenants, and all other occupants of any Unit.

1.03 **Winter Heating.** Whether occupied or vacant, all Units shall be heated to at least 60 degrees Fahrenheit during the winter months.

1.04 **Payments.** The Association accepts payments for monthly dues and any other assessments only via check or money order. The Association cannot accept payment via cash or coin. A $10 late fee will be assessed if dues are not paid by the 10th of the month.

1.05 **Expenditures from Association Funds.** No expenditures from Association funds greater than $50 without Board approval ahead of time. Resident must provide cost estimates in written or electronic form and receive approval by board prior to beginning of work.

ARTICLE II
APPEARANCE

2.01 **Signs.** No advertisement, poster or sign of any kind shall be displayed to the public view on any Unit without the written consent of the Board.

2.02 **Hanging of Garments and Window Coverings.** The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

2.03 **Protrusions.** No awning, machines, air conditioning units, wiring for electrical or telephone installations, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Board.

2.04 **Antennae.** To the extent this restriction is permitted by applicable law, no exterior antennas shall be erected on any Unit without the prior written approval of the Board.

2.05 **Limited Common Elements.** All balconies and patios shall be kept in a neat and orderly condition. No personal property shall be located thereon except for grills, appropriate furniture, and plants. For purposes of this Section 2.05, items shall be deemed to be located on the balconies/patios if they remain thereon for a period of longer than 24 hours. Hanging or shaking out items such as, but not limited to, laundry, clothing and rugs on balconies/patios is prohibited. All grills and other fire or heat appliances are subject to approval based on the applicable rules and regulations of the Village of Jackson.

ARTICLE III
USE RESTRICTIONS

3.01 **Animals.** Residents shall be allowed to keep up to two (2) dogs or cats (in any combination thereof) per unit. Hamsters, gerbils, fish and turtles shall be allowed provided such animals are kept and maintained in a cage or in a tank no greater than 50 gallons. All other animals may only be permitted with the approval of the Board. The presence of animals in the Fitness Center and Community Room is strictly prohibited.

(a) **Behavior Rules for Animals.** The animal behaviors listed below are a non-inclusive list of nuisances which shall not be tolerated and shall be subject to sanction by the Board.

(1) Excessive Noise;
(2) Failure to promptly remove waste;
(3) Animal off leash (unless held);
(4) Animal on leash and left unattended in the Common Elements;
(5) Animal smells discernable outside unit;
(6) Failure to comply with governmental ordinances and inoculation requirements; and
(7) Un-neutered adult dogs or cats.

(b) **Animal Breed Restrictions.** The following animals and breeds of animals are prohibited in the Condominium.

(1) Any animal with a prior history of aggression;
(2) Pit-bulls and pit-bull mixed breeds;
(3) Rottweilers; and
(4) Doberman Pinschers

(c) **Pet Waste Disposal.** All pet waste shall be immediately picked up and all pet waste and droppings shall be immediately removed and disposed of by the person in control of the pet.

(d) **Assistance Animals.** If a resident or prospective Resident, or a member of their household, has a disability, he/she may request a reasonable accommodation in respect of the application of these Rules and Regulations. Reasonable accommodations may be made when necessary to afford such person equal opportunity to use and enjoy a Unit or Common Element. It is preferred that all reasonable accommodation requests be submitted in writing to the Managing Agent. If a prospective tenant, resident, or household member has difficulty completing a request in writing, the Managing Agent will assist him or her in doing so.

Oral requests for reasonable accommodations will be reduced to writing by the Managing Agent and processed in accordance with this policy. All requestors shall be notified in writing of the decision regarding the request within 14 days of the Managing Agent's receipt of the complete written request. If the request is denied, an explanation for such denial shall be included in the written notification.

3.02 **Maintenance of Common Elements.** Residents shall be prohibited from discarding any materials from the windows, decks, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements. No Resident shall alter, obstruct, or damage any Common Element, nor attach any object or equipment to any Common Element, nor shall a Resident suffer or permit anything to be done to the Common Elements, in any manner.

3.03 **Damage to Common Elements.** Damages to the Common Elements caused by a Resident shall be the responsibility of the Resident causing such damage.

3.04 **Nuisances.** No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Residents shall, at their own expense, comply with all city, state and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage. Any loud noises in the Common Elements or originating from a Unit after 10:00 pm and before 8:00 am shall constitute a nuisance.

3.05 **Smoking.** Smoking is not allowed in the Common Elements of the Condominium.

3.06 **Canvassing.** Solicitation, distribution of pamphlets, handbills or any other written materials and peddling in the Condominium are prohibited, and Residents shall cooperate to prevent the same.

3.07 **Landscaping.** Residents are hereby prohibited from planting outdoor vegetation anywhere within the Condominium grounds.

ARTICLE IV
COMMUNITY ROOM, PATIO, AND FITNESS CENTER

4.01 **Club House.** The Club House consists of a Community Room, Fitness Center, and Patio. Residents shall abide by the rules provided herein.

4.02 **Community Room and Patio.** The Community Room and Patio are reserved for the exclusive use by Residents on a daily basis between 8:00 am and 10:00 pm, except that rental tenants of any Unit and Guests of those rental tenants are not permitted to use the Community Room or Patio. Children shall be under the immediate supervision of an adult while in the Community Room or Patio. The Community Room and or Patio may be reserved for the exclusive use of one or more Residents (excluding Residents that are rental tenants) for parties and other gatherings. The reserving Resident must be in attendance at the function and only a Resident eighteen (18) years or older may reserve the Community Room and/or Patio. Non-holiday reservations shall be made on a first come, first served basis. Holiday reservations shall be issued following a lottery drawing three months prior to the holiday. Holiday lottery winners will be excluded from the lottery for that holiday the following year. Reservations or lottery entries shall be made through the Managing Agent. In the case of competing reservations, preference shall be given to the Resident whose last reservation is least recent in time. The Community Room may be reserved up to six (6) months in advance. Any reservations of the Community Room are subject to a cost periodically fixed by the Association.

4.03 **Fitness Center.** The Fitness Center shall be reserved for the exclusive use by Residents on a daily basis, except that rental tenants of any Unit and Guests of those rental tenants are not permitted to use the Fitness Center. Guests of Residents permitted to use the Fitness Center may use the Fitness Center only when accompanied by the Resident of whom they are a Guest. Use of the Fitness Center shall be on a 'first come, first served" basis. An individual must be at least eighteen (18)

years old to use the Fitness Center unless accompanied and supervised by an adult.

4.04 **Conduct Policy.** All Residents accessing or using the Club House shall treat the facilities (and all equipment and furniture therein) with respect and conduct themselves with the proper and appropriate decorum, including appropriate attire (e.g. shirt, shoes). Such Residents shall not engage in loud, offensive or obnoxious behavior, or otherwise cause any disturbance to or nuisance for any other Resident. All such Residents shall maintain the rooms in a good, clean and sanitary condition, and property discard or remove any garbage or debris generated from their use thereof.

4.05 **No Liability.** The Association assumes no responsibility for accidents or personal injuries resulting from the use of the Club House by any Resident.

ARTICLE V
VEHICLE RESTRICTIONS

5.01 **Obstructions.** Driveways shall not be used for any purpose other than the ingress and egress to and from Units. No vehicle belonging to a Resident shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the building by another vehicle.

5.02 **Maintenance.** Vehicle maintenance is not permitted on Condominium property except in the Unit Owner's garage or other provided by the Board.

5.03 **Service, Recreational and other Vehicles.** Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Board. Residents shall keep bikes and other recreational equipment in their Unit and shall not store them in the parking areas or other Common Elements except in those areas specifically identified for that use.

5.04 **Nonworking vehicles.** No unlicensed or nonworking vehicles shall be kept on the Condominium premises, unless by written permission of the Board.

5.05 **Prohibition on other items.** All items other than vehicles shall not be left, stored or installed in parking areas.

(a) **Garbage and Recycling Cans.** Garbage and recycling cans must be in the garage at all times when not out for garbage pick-up.

(b) **Flowerpots in the Driveway.** Residents are permitted to have two flowerpots total outside on the driveway. One on each side of the door. Pots should be removed no later than Nov 1.

5.06 **Clubhouse and Overflow Parking.** Each unit with a 2-car garage has garage parking and driveway parking for 4 vehicles, and each unit with a 1-car garage has garage parking and driveway parking for 2 vehicles. It is the unit owner's responsibility to make sure that they are able to park their vehicles in their unit's spaces. The Clubhouse and overflow parking spaces around the property are for short term parking, with the exception of the extra parking space next to Building #25, that space is reserved for the exclusive use of the owner of W197N16908 Stonewall Drive. Short term parking is defined as a period not more than 24 hours total in 7 days. There is no parking in the Clubhouse parking spaces during a paid rental, even if an owner has special approval to use the spaces. If a unit owner has too many vehicles or is unable to park in their garage / driveway, it is their responsibility to make off-site arrangements to park their vehicles. A written request may be submitted to the board for approval of special circumstances. Special approval is only good for

the time frame set by the board when approved, but not longer than December 31st of that calendar year, and must be requested again after the period has expired. Previous approval does not guarantee future approval and it is at the discretion of the current board to approve or deny the request. Unless written approval from the board is given, at no time is it acceptable to park RV's, campers, anything that is too large to fit in a single parking space, trailers, boats, or anything designed to be towed by another vehicle in the Clubhouse or overflow parking spaces, with the exception of temporary parking by delivery vehicles or contractors doing work on the property.

ARTICLE VI
PENALTIES

6.01 **Penalties.** Any violation of the rules and regulations outlined above, or the bylaws of the Condo Association may result in a $10.00 penalty fee per day after one week being assessed to the owner that has caused the violation. The fee shall be assessed by a vote of the Board at the next regularly scheduled Board Meeting date or, if deemed necessary, a special Board Meeting. During this meeting, evidence will be provided to support the levying of the fee and the violating owner shall be given the chance to dispute the fee. If a fee is assessed, the penalized owner shall have two weeks (fourteen days) to pay the fee in the form of a check. Failure to do so may result in additional penalties being imposed. If the Association retains legal counsel to aid in the enforcement of the Condominium's Rules and Regulations and/or Bylaws, it shall be entitled to recover its attorney fees and court costs from the unit owner(s) committing the violation.

ARTICLE VII
OVERFLOW PARKING

7.01 **Overflow Parking.** All vehicles should be parked in the owners 2/4 assigned spaces. Overflow parking is for visitors and short time emergencies only. The only exception is for W197N16908 because of the short parking area outside the garage.

ARTICLE VIII
AMENDMENTS

8.01 **Amendments.** This document may be amended at any time by the Board.