

Tuckaway Shores Condominium Association Inc.

Rules and Regulations

Revised
September 26, 2023

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Tuckaway Shores Homeowners Association Rules and Regulations

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ASSOCIATION

Tuckaway Shores condominium community is a 155-unit complex with 25 buildings (piers) centered on Tuckaway Shores Lake, a 9-acre man-made lake. A list of owners can be seen on the property manager's portal: portal.pmcwi.com.

BOARD OF DIRECTORS

The Board of Directors is responsible for maintaining and enhancing the beauty, serenity, and value of our condominium community. Each board member and homeowner has the responsibility and obligation to do their part as a member of the Association. The Board of Directors roster is available at the property manager's portal: portal.pmcwi.com.

BOARD ELECTIONS AND MEETINGS

The Board of Directors is elected by homeowners at the Association's annual meeting.

- The annual meeting is held the third Tuesday in October, where, in addition to elections, plans for the upcoming year are presented.
- Any homeowner interested in serving on the Board is encouraged to offer their name for consideration.
- If you would like to run for the Board of Directors, notify the management company 30 days prior to the annual meeting so your bio can be included in the Annual Meeting packet.
- Service is voluntary, not paid.
- Board meetings are held the third Tuesday of every other month starting in January except December.
- Homeowners are welcome and encouraged to attend the meetings.
- To add a topic to an agenda, contact the property manager ten (10) days prior to the meeting, and the Board will issue a response prior to the meeting or add to the agenda.
- Meeting minutes are distributed to all homeowners and include the date, time, and location of the next meeting.

PROPERTY MANAGEMENT COMPANY

Tuckaway Shores employs the services of a property manager who should be contacted with any questions or concerns. See Exhibit I.

Owner calls and emails are logged and sent to the board members for review at a board meeting. The property manager or Board members will respond in due course based on the nature of the subject matter.

RULES AND REGULATIONS VS. DECLARATION / BYLAWS

Rules and Regulations address the practical day-to-day issues related to condominium living at Tuckaway Shores. They supplement the Declaration/Bylaws of the Association and do not replace them.

- Both are meant to enhance the quality of our lives and protect our investments.
- Each homeowner is responsible to review and understand the issues covered by the Declaration/Bylaws and the Rules and Regulations.
- The Declaration/Bylaws take precedence in the event there is ambiguity or conflict between the Declaration/Bylaws and the Rules and Regulations.
- The Declaration/Bylaws and the Rules and Regulations can be found on the property manager's portal: portal.pmcwi.com.
- Some items addressed in the Rules and Regulations may be matters of record in the Declaration/Bylaws.
- Consult an attorney if you have any questions regarding your legal rights and obligations.

COMMON AREAS VS. HOMEOWNERS UNITS

There are components on our property that are accessible to or for the use of all 155 homeowners.

- Examples include island, gazebo, lake, grounds, mailboxes, RV lot (except Pier 4 lot).
- Also included are key structural components (such as basement walls) as defined in the Declaration.
- For specific items, reference the Maintenance Responsibilities Quick Reference (MRQR) on the property manager's portal.

INSURANCE

Homeowners must obtain a condominium insurance policy to insure the interior of their units and personal property, as well as any exterior element such as decks and lights which are the homeowner's expense.

- In the event of any insured loss, the Association's deductible will be a maintenance expense paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance.
- If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items.
- The amount due from any homeowner for the deductible will be an assessment and the Board's decision on the allocation of the deductible will be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment.
- In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g., homeowner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

ASSOCIATION DUES/VIOLATIONS/FINES/GRIEVANCES

Dues

Monthly Homeowner Association (HOA) dues are based on the Association's annual budget.

- The first monthly HOA payment is due the first of the month following your closing, then payable the first of each month thereafter.
- Payment options include:
 - a. Online: Our management company will provide instructions to setup reoccurring payments.
 - b. Check: Coupons/envelopes are available from our property management company for mailing payments. Checks should be made payable to Tuckaway Shores Homeowners Association, Inc. The monthly coupon MUST be included with the check.
 - c. Auto bill payment through your financial institution.
- HOA dues must be received before the 15th of each month. A \$40 late fee is charged if the monthly payment is not received by 15th of the month.
- A lien is applied against a homeowner for all unpaid assessments past due for a period of two (2) months.
- All reasonable attorneys' fees associated with the collection of said unpaid assessments will be the responsibility of the homeowner.
- The lien and its priority are a matter of law and record in the Association's Declaration and Wisconsin statutes.

Violations, Fines, and Grievances

The Board of Directors has the authority to assess fines as set forth below, plus collect the actual cost of damages, for violation of any rules / regulations set forth in the Declaration, Bylaws, or Rules and Regulations, or as adopted and reflected in the published minutes. Common area privileges may also be suspended by the Board of Directors for a period not to exceed forty-five (45) days as determined on a case-by-case basis.

The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

- a. A WRITTEN WARNING for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit Owners comply with the Condominium Documents.
- b. FIFTY DOLLARS (\$50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in paragraph a.). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
- c. ONE HUNDRED DOLLARS (\$100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
- d. Notwithstanding paragraphs (a-c) immediately above, FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
 1. The violation is in direct defiance of a previous mandate from the Board of Directors.
 2. The violation was malicious in its intent.
 3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (e.g., if alterations are made that cannot be restored to their original state.)

Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

Attorney Fees

The Board may also assess a Unit Owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Unit Owner or defend any claim or allegation by a Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Unit Owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. This rule does not apply to owners' fair housing complaints, neither State nor Federal.

Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee, by the procedure set forth below. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

Upon receipt of a report of violation of the Association's Declaration or Rules and Regulations, the Board will fine the alleged offender or obtain voluntary correction of the violation and/or reach a compromise solution where the complainant, the alleged offender, and the Board agrees.

If either the complainant or offender is not satisfied with decision of the Board, the complainant or offender may demand that the matter be heard by the Grievance Committee. If no Grievance Committee exists, then the Board acts as the Grievance Committee.

Grievance Procedure

Demand must be put in writing and provided to the Board within fourteen (14) calendar days of the Board's initial decision. If no demand is made within fourteen (14) calendar days, then the decision of the Board shall be final.

The Grievance Committee consists of a chairperson who is a member of the Board of Directors and six (6) members at large of the Association who are chosen by the Board but not members of the Board.

- Each member at large serves for one (1) year.
- A grievance hearing must include the Chairperson and three (3) of the six (6) members at large. A majority vote of the Committee will determine the action and decisions of the Committee. The Chairperson only votes to break a tie.
- Members serving on any Grievance Committee must not be directly or indirectly involved in the specific dispute at hand.
- When the Grievance Committee receives a grievance, the Chairperson will proceed as follows:
 1. A letter is sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place, and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - c. That evidence will be received and a record made whether or not the party complained against attends.
 - d. That, if found in violation, a fine may be imposed in accordance with the Penalties Section, plus costs and actual attorney fees incurred by the Association.
 2. That any such fine imposed may be secured by filing a lien against the subject homeowner, as prescribed by law.
 3. The hearing will be divided into two sections:
 - a. The hearing: The Hearing Section is only open to the Committee, Board of Directors, the parties involved, their attorneys, and witnesses.
 - b. The determination and decision: The Determination and Decision Section of the meeting is open only to the Committee. The decision will be rendered in writing to concerned parties within five (5) business days of the hearing.
 4. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Committee Chairperson, the grievance will be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party. The matter will not be reheard unless these costs are first paid to the responding party.
 5. If the alleged offender fails to appear, the complainant must prove his grievance and no presumption can be made against the alleged offender for non-appearance.
 6. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

The decision of the Grievance Committee is final.

ANIMAL OWNERS

Animal owners are required to:

- Report animal ownership to the Association's property manager in advance.
- Pay a \$5.00 monthly assessment pet fee.
- Immediately clean up after their animal.
- Leash the animal whenever outside and never allow it to run loose.
- Follow all applicable City of Franklin laws and ordinances and Wisconsin state statutes.

The following breeds are not allowed: Akita, Chow, Pit Bull (a.k.a. Staffordshire Terrier), Presa Canario, Rottweiler, Shar-pei, and wolf hybrids.

- Animals cannot be tied up, caged in garages, or left unattended for long periods of time.
- Guests are not allowed to bring animals into common areas.

GARAGES AND EXTERIOR LIGHTS

- Garage doors, when not in use, must be kept closed but may be kept open (less than 2 feet) for short periods of time for ventilation and/or drying clothes.
- Lights on garages and porches, excluding patios, should remain on for safety as well as general appearance.
- Garages may be used to hang clothes, rugs, etc. to dry.
- For replacement information see the Maintenance Responsibility Quick Reference (MRQR) on the property manager's portal: portal.pmcwi.com.

COMMON AREAS

The Board of Directors and the property manager are responsible for the services, improvements, and maintenance, with outside services and/or volunteers to the common areas. Association dues and assessments fund these services and the Board of Directors determines how and when the funds will be used in the interest of the Association. Your comments, concerns, and ideas are welcome and encouraged by the Board of Directors.

Association assumes no responsibility or liability for bodily injury, death, or loss/damage of personal property.

- Homeowners are responsible for any damage caused by their guest(s).
- Driveway plowing and sidewalk shoveling is done with 2" or more of snow. Shoveling less than 2" of snow is the homeowner's responsibility.

Homeowners can use common areas:

- For their own enjoyment.
- With accompanied guests.
- To plant flowers in planters, pots, and/or mulched or rock areas adjacent to their own unit and are responsible to weed, water, and maintain plantings. If plantings are not maintained, homeowner will receive one written notice that plantings are unsightly due to neglect and given 7 days to correct the situation. Failure to correct results in hiring outside services which the homeowner will be charged for as well as a 20% charge on top of billed amount for administrative services. Refer to the Landscape Management Plan on the property manager's portal for current guidelines.
- To store hoses in an orderly manner adjacent but not attached to their own unit.

Homeowners are NOT allowed in common areas to:

- Change any landscaping or lawn surface, plant trees or shrubs without Board approval.
- Plant vegetables or fruits.
- Remove sod, trees, shrubs, mulch, or rocks to accommodate flowers.
- Hang planters or pots from the deck railings, siding, trim, or overhangs.

- Hang hoses on building.
- Hunt or discharge a gun.
- Repair, park or maintain motorized vehicles (grass, driveway, street, RV lot, etc.).
- Ride any motorized recreational/sports vehicle (motorcycles, ATVs, etc.).
- Play golf or hit golf balls.
- Place tents, fences, tables or other equipment without board approval.
- Hang signs supporting political candidates or referendums.
- Paint, repair, or alter the outside of the building, doors, garage doors, ventilation, driveways, sidewalks, railings, outside lighting, etc. (excluding holiday decorations/ lighting) without the prior written approval of the Board of Directors.
- Use any soaps/detergents which are not environmentally safe, phosphate free, and biodegradable when washing motor vehicles, animals, or other items.
- Use any commercial weed killers. Instead, use a natural, biodegradable product such as vinegar-based solutions which can be purchased or homemade. Use is restricted to the common areas immediately adjacent to the homeowner's unit.

TRASH AND RECYCLE CARTS

- All trash, garbage, and recycle bins, carts, and containers must be removed from the street-side curb or collection area within 48 hours of the weekly pick-up.
- Bins/carts/containers must be stored in the unit owner's garage. Common areas, including unit-adjacent garden beds, are not to be used to store these bins/carts/containers unless approved by the Association's Board of Directors (e.g., Pier 4 Dumpster and Pier 4 recycle carts are allowed in the RV Lot).

SECURITY CAMERAS

- Homeowners may install doorbell security cameras at their own expense.

LAKE/ISLANDS/GAZEBO

Tuckaway Shores Lake is the focal point of our Association and provides recreational/ enjoyment for all homeowners. Lake protection and preservation is central to the quality of our lives and value of our investments as homeowners. Improvement and maintenance of the lake is the responsibility of the Association, with Association dues and assessments providing the necessary funds. Your comments, concerns, and ideas are welcome and encouraged by the Board of Directors.

Homeowners are:

- Allowed to invite guests to use the lake, island, and gazebo with the homeowner also in attendance.
- Required to have their Tuckaway Shores wristband with them with the exception of guests fishing on the shoreline. See Fishing Rules for additional information. (No charge for initial set of two wristbands, but \$5 fee for replacement set, payment for which must be made via the property manager's portal: portal.pmcwi.com).
- Responsible for and must be with their guests.
- Responsible for bodily injury, death or the loss/damage of personal property to themselves and/or their guests.
- Responsible for any unsafe act by them or their guest(s) that may result in the Association insurance premium increasing or cancellation.
- Groups of 15 or more require a reservation. Groups are limited to 75 or less.
- Gazebo rental fee is \$50. If damage or garbage is found after the event the association will repair/clean/replace any/all items left in disrepair and charge the homeowner for the costs incurred. Contact the property manager for the reservation policy.
- The schedule for reserving the gazebo will run from Friday of Memorial Day weekend through Sunday of Labor Day weekend, excluding Memorial Day, July 4, and Labor Day.
- Gazebo reservations do not make the restrooms private. Any owner or their guest, regardless of being a guest for the reservation, are allowed to use the restrooms.

- The combination for bathroom locks is 5-3-1.
- The lake, island, and gazebo open at sunrise and close at 10:00 p.m. Group gatherings and noise/music are prohibited before 10:00 a.m. Noise and music carry freely across the lake, so exercise common sense regarding noise levels.
- Lifeguards are not provided by the Association – residents and guests swim and otherwise utilize the lake, island, and gazebo at their own risk.
- The Association assumes no responsibility or liability for bodily injury, death, or loss/ damage of personal property.
- Glass and other sharp breakable objects are not allowed on the lake or beach at any time.
- Grilling is allowed in designated areas on the main island.
- Dumping of coals and ashes into the lake or other common areas is prohibited. Violators will be fined and assessed for the actual cost of damage and cleanup plus 20% for administrative charges. Lake privileges may also be suspended by the Board.
- Do not play with life rings on docks.
- The lake is chemically treated on an as-needed basis by professionals to control weeds and algae, and water samples are taken and tested on a regular basis to measure and preserve the quality of the water. Restrictions on lake usage and fishing are posted around the lake after each treatment, and must be observed at all times.
- Dumping/disposing of any material or waste in the lake or other common areas, either directly or indirectly, is prohibited by the Association as well as by applicable local, state, and federal laws and ordinances. Anything that is dumped, disposed, or spilled (i.e. car wash soap, wax, oil, anti-freeze, salt, etc.) in the lake and/or on the grounds, streets, driveways, sidewalks, garages, and patios surrounding the lake will eventually reach the lake, potentially causing severe irreversible damage to both the water quality and fish population. Do not allow carpet cleaning contractors, painters, etc. to dispose of waste water/material in common areas or streets surrounding the complex. Violations should be reported to the Association's property manager immediately. All violations will be dealt with swiftly and severely and to the fullest extent of the law.
- Animals are not allowed in the lake (except on pedal boats), island, or gazebo except to walk from one bridge to the other.
- The "rip-rap" (rocks) along the shoreline and storm outlets are designated to protect the shoreline from erosion and muskrat damage. Do NOT alter the "rip-rap" / shoreline or throw/remove the rocks.
- Golf is not allowed on the islands.

BOATS/WATERCRAFT

- Animals are allowed in pedal boats.
- Only quiet battery-powered toys are allowed on the lake but MUST NOT be used around people or wildlife.
- Rafts, canoes, pedal boats, kayaks, small sailboats, paddle boards, and other manually powered floating devices and inflatables, are allowed on the lake and must be kept a safe distance from the beach and swimmers. All watercraft referenced above are prohibited from accessing the channel located by piers 7 thru 9. This includes traversing under the south bridge.
- Sailboats, pedal boats, and other non-inflatable floating devices that are not easily carried from the lake must be securely tied to moorings or piers, and must bear the resident's name or address. Inflatable boats and rafts and other floating devices that can easily be carried from the lake must be removed on a daily basis for storage in a garage or neatly under lower decks.
- Overnight storage on lawns, drives, decks, or sides of any buildings is prohibited at any time.
- All water vehicles must be removed from the lake by October 31st or a fine will be assessed.

FISHING

- Fishing is allowed using barbless hooks, but catch and release is the rule unless the Board approves keeping fish caught for a specific period of time.
- Bullheads are the only exception: Bullheads, when caught, are to be removed and disposed of in a proper manner.

- All guests and owners must have the approved flag that is provided to them from the property manager stuck in the ground within 10 feet of the area they are fishing. Wrist bands are not required to fish when fishing from the shoreline or piers, but flags are required. (No charge for initial flag, but \$5 fee for replacement, which must be made via the property manager's portal: portal.pmcwi.com).
- Fishing is prohibited from all bridges, the large island, attached docks to the large island and anywhere on the small island or on the shoreline across from the small island.
- Worms, insects, insect larvae, minnows, leeches, and other live bait that will not cause harm to the lake ecosystem or affect use of the lake may be used.
- A fishing license is not needed to fish at Tuckaway Shores, but guests must be accompanied by a homeowner while fishing.
- Ice fishing is NOT allowed.

WINTER ACTIVITIES

Ice skating and all other ice-related activities are NOT allowed.

WILDLIFE

Wildlife present on the property causes damage to the buildings, grounds, and lake. As a result, the feeding or sheltering of any wildlife is prohibited – and subject to fines. There is an allowance for bird feeders, but with the following requirements that limit their attraction of harmful animals:

- Feeders located lakeside, including those at sides of buildings, can only be placed in limited common areas.
- Owners are limited to one feeder per unit.
- Seed feeders must be filled only with safflower seed, hulled sunflower seed, thistle seed, or packed (block) seed. A seed catcher tray and squirrel baffle must be installed on these feeders.

Any resulting damage from wildlife traffic to the lawn near a feeder is the owner's responsibility to repair.

PARKING

- All homeowner or guest vehicles parked outside must be properly licensed, operable, and conform to state requirements for operation. Any damaged or unsightly vehicle must be kept in a garage.
- Any vehicle parked in a drive cannot extend onto the sidewalk or into the street. When parked in a garage, a vehicle must fit entirely in the garage.
- Any vehicle parked on a common element (excluding roads, driveways, or parking lots) will be immediately towed at the homeowner's or vehicle owner's expense.
- Parking recreational vehicles (motor homes, trailered boats, snowmobiles, etc.) is only allowed on Tuckaway Shores Drive.
- Homeowners can use the RV lot, for free, for incidental storage when less than 2 weeks. Homeowners paying a rental fee take precedence over incidental storage.
- Contact the Association's property manager for registering a stored vehicle, fee remittance, and additional information. Failure to register stored RVs may result in a fine plus expenses incurred to determine owner and recoup storage fees. The Association is not liable for stored items.

Tuckaway Shores Drive

- Tuckaway Shores Drive is a city street and is subject to laws and ordinances of the City of Franklin. Check the city website or call the city for dates when street parking is prohibited.

Private Streets

- The street along the north side of Pier 1, the street at west side of Pier 6, and all the streets on the east side of the lake by Piers 10 through 25 are private streets owned by the Association. Parking on the private streets along Pier 1 and Pier 6 is prohibited as these are fire lanes.
- Homeowners cannot park on the private streets along the east side of the lake, Piers 10 through 25, except intermittently for no longer than 1 hour over a 24-hour period.

- Also, homeowners cannot store additional vehicles on these roads. Any vehicle in the same street location for more than 24 hours will be towed at the homeowner's expense.
- Guests may park on a private street for a short-term period, considered less than 2 days. If a guest stays with an owner longer than 2 days, they need to park in front in the owner's driveway or along Tuckaway Shores Drive. If a longer period is needed, contact the property manager for renting a spot in the RV lot.

Pier Lots

- Lots adjacent to Piers 1, 2, and 4 are for parking only by the homeowners of those piers.
- The Pier 6 overflow lot is for the use of units in Pier 5-9 with single car garages. Only 1 car per homeowner is allowed in this lot. Owners must obtain a parking permit for this lot from the property manager and display it visibly on the vehicle's rear-view mirror. Any vehicles in violation will be towed at the owner's expense. To facilitate snow removal, cars cannot be parked on the south end of the Pier 6 lot. Check with the city for dates.

RV Lot

- Homeowners can store recreational vehicles in the RV lot off Tuckaway Shores Drive for a monthly fee.
- Stored recreational vehicles must be marked with clearly visible homeowner address.
- Cars may be also stored in the RV lot from November 1 to April 1 for a monthly fee.

DECKS/PATIOS

Grilling on decks and patios: Follow the City of Franklin Fire Code. Violators are subject to fines assessed by the city, as well as the Association. The Franklin Fire Code:

"The use of fire pits or charcoal grills is not allowed on a combustible porch or balcony. Grilling may be done on the ground level provided the grill is a minimum of 10 feet from all buildings and combustible patios. Grills can be stored on a first-floor patio within 10 feet of a building when not in use. In addition, L.P. tanks and charcoal lighter fluid are not to be stored in personal storage lockers within the building."

- You can grill on combustible porch or balcony with electric grills.
- Hanging clothing, rugs, sun barriers, etc. from decks or patios is prohibited.
- Tables, chairs, umbrellas, and flower pots may be used on decks/patios; however, the Board of Directors may, in its sole discretion, request removal and/or cleanup of items on decks/patios that become unsightly or hazardous.
- Decks/patios should not be used for storage purpose at any time; however, boats, rafts, canoes, kayaks, etc. may be stored entirely under lower decks without protruding onto the common area adjacent to the unit. The Board of Directors, in its sole discretion, may restrict the use of lower decks for this purpose if an area becomes unsightly or hazardous.
- For deck maintenance see the Maintenance Responsibility Quick Reference (MRQR) on the property manager's portal.

SELLING/REFINANCING

- For sale signs may not be posted on any building.
- Notify the property manager before listing your property. Property manager notifies the Architectural Team who reviews the unit for correct door and window grills, patio and screen/storm door and deck color. The Architectural Team reports to the property manager if there are any violations. The property manager then notifies the seller of the violations and that the violations must either be corrected before the property can be listed or addressed in any offer prior to sale.
- To sell or refinance your unit the property management company must provide a certificate of condominium Unit Ownership to the potential buyer and/or lender.
- Allow the Association's property manager adequate time to prepare these items.
- Contact the managing agent for current information as a certificate of insurance may be obtained from the Association's carrier.

SATELLITE DISHES

- For standards and other details see the Maintenance Responsibility Quick Reference (MRQR) on property manager's portal.

REPLACEMENT INFORMATION

- For replacement of many elements, including windows and doors see the Maintenance Responsibility Quick Reference (MRQR) on the property manager's portal.

LEASING UNITS

- All leases must be in writing. Homeowners leasing their units must supply a signed copy of the lease within five (5) days of signing, per Wisconsin Statute.
- Homeowners leasing their units must furnish names and contact information for their tenants prior to tenants occupying the unit. Occupancy of leased units is limited to two (2) persons per bedroom, per Department of Housing and Urban Development guidelines.
- Failure of the homeowner to comply with the rental restrictions shall result in a fine of \$25 per day until the homeowner is in compliance.
- The homeowner is responsible for providing copies of the Declaration, Bylaws, and Rules and Regulations to their tenant. The homeowner is responsible for providing copies of the monthly Board meeting minutes and any other correspondence that may be relevant to their tenants.
- The homeowner will be held responsible for their tenant complying with the Declaration, Bylaws, and Rules and Regulations. Any fines assessed to the tenant are ultimately the responsibility of the homeowner.
- Homeowners shall require their tenant to carry renter's insurance coverage on their personal property. Homeowners shall forward a certificate of insurance provided by their tenant to the management company within five (5) days of signing a lease. Homeowners shall be liable for any claims brought against their unit as a result of their tenant's negligence.
- Homeowners shall require their tenant to report any maintenance problems to the owner and/or the management company. The homeowner is responsible for timely repair and maintenance of their leased unit, and for reporting maintenance problems that may be the Association's responsibility.

This policy is intended to protect the Association, homeowner, and tenant, and help homeowners considering leasing their units. A written lease is not required by the Association for homeowners who choose to allow other family members to occupy their unit; however, a written lease is strongly recommended. A family member is defined as a homeowner's child (A child is defined as a son, stepson, daughter, or stepdaughter), parent, grandparent, or spouse, legally adopted sons or daughters, child who is placed with the owner by an authorized agency for legal adoption, and foster children.

This policy is not intended to provide legal or tax advice. Homeowners should check with their insurance agent, attorney, tax advisor, mortgage holder, etc., to decide if leasing their unit is right for them and if it is allowed by their mortgage holder. Homeowners should also familiarize themselves with Wisconsin Statutes 703 for Condominiums (<http://www.legis.state.wi.us/statutes/Stat0703.pdf>) and 704 for Landlords and Tenants (<http://www.legis.state.wi.us/statutes/stat0704.pdf>).

Tuckaway Shores homeowners interested in leasing their unit are accountable for adequately maintaining their property and for addressing/readily resolving any issues that may arise with their tenants. Actions of tenants that violate Association rules are also subject to fines, which are ultimately the responsibility of the respective homeowner.

Requirements

- Six months minimum leasing period (lease is not mandatory for a family member, however, it is strongly recommended).
- Privileges are to be leased with the unit.

- Tenants must abide by the Association's Declaration, Bylaws, and Rules and Regulations.
- Process
 - Complete a leasing application for each adult living in the unit and have each adult tenant sign. (Wisconsin State Rental Application Form 996 is recommended, which is available for purchase at Wisconsin Legal Blank (www.wilegalblank.com)).
 - Complete a lease agreement (Wisconsin Form 19, Residential Rental Agreement, is recommended, which is available for purchase at Wisconsin Legal Blank (www.wilegalblank.com)). An owner's unique requirements can be added to the agreement or on the lease addendum.
 - Provide the following to your tenant at the time of the signing of the lease: Tuckaway Shores Rules and Regulations, Takeaway Shores Bylaws, Tuckaway Shores Declaration, management company contact information, and wristband for each occupant.
 - Have your tenant acknowledge receipt of these by checking the appropriate box and signing the Registration Form (available on property manager's portal).
 - Determine whether your tenant will receive the Tuckaway Shores Board minutes and newsletter via USPS mail or email.
 - If your tenant has email, his/her email address should be provided on the Registration Form.
 - If no email is available, the homeowner is responsible for getting the information to the tenant.
 - Once the lease is signed, provide the following to management company:
 1. A copy of the signed lease.
 2. Tenant's certificate of insurance.
 3. Completed Registration Form (which includes tenant's signed acknowledgment of receipt of the Declaration, Bylaws, and Rules and Regulations)
 4. Payment of two months of monthly assessment per Declaration as deposit.

ESTATE AND RUMMAGE SALES

Definitions:

When using the terms listed below, the following definitions will apply:

- Estate Sale (herein after referred to as "the SALE") is a sale to dispose of or liquidate a substantial portion of materials owned by a person who is recently deceased.
- Yard/Rummage Sale is an informal, event scheduled the second Friday and Saturday of June should a homeowner volunteer to organize. This is for the sale of used goods by private individuals, in which sellers are not required to obtain business licenses or collect sales tax.
- Tuckaway Shores Homeowner (hereinafter referred to as "Homeowner") is an individual or individuals who own a unit; or if the HOMEOWNER is deceased, the individual legally authorized to act on behalf of the HOMEOWNER's estate.
- Tuckaway Shores Board of Directors (hereinafter referred to as the "Board").
- Tuckaway Shores Condominium Association (hereinafter referred to as "the Association").

Prior Board Approval

Prior approval for any SALE must be obtained by the homeowner from the Board prior to the proposed Date of SALE unless said time limit for submitting the APPLICATION is specifically waived by the Board.

Deposit

A five-hundred-dollar deposit (\$500) is required to be submitted to the Association after approval of the SALE has been granted. This deposit shall be retained by the Association to be used as an offset against any damages caused to the common areas resulting from the SALE. Upon completion of the SALE, the Association within thirty (30) days shall ascertain what, if any, damages are to be deducted from said deposit, and shall return only eighty percent (80%) of the original deposit, less any damages levied against said deposit. In the event the damages levied against the 80% portion

exceed that portion, those damages shall be assessed against the Homeowner who is hosting the SALE. If those damages remain unpaid, they shall become a valid lien on said unit, which lien shall be for the Association. Twenty percent (20%) of said deposit shall be retained by the Association as part of the operating fund. If the SALE request is denied, the entire deposit will be returned to the homeowner.

Application Requirements

The homeowner must complete an application and provide all below information.

Homeowner Information:

- A. Name of homeowner
- B. Name of estate representative (if applicable)
- C. Address of estate representative
- D. Phone number of estate representative
- E. Email address of estate representative
- F. Homeowner unit address and unit number
- G. Email address of homeowner
- H. Phone number

Days of SALE

- Homeowners are allowed to select up to three (3) consecutive days. However, the days selected must include both SALE dates and pick-up dates.
- The Homeowners shall specify the consecutive SALE dates and date for pick-up.

Hours for the SALE & Pick-Up and Conditions

It is encouraged that all pick-up of items purchased should be completed between the hours of 10:00 a.m. and 4:00 p.m.

- All items purchased from the SALE must be picked up at the Homeowner's unit holding the SALE. Cars, vans, with or without trailers, or trucks are not allowed in any other Homeowners driveway or on the grass for pick-up items purchased from SALE.
- Homeowners must indicate the start and finish times for each day including pick-up.
- The Homeowner shall submit a plan to the Board clearly delineating how attendance and parking will be monitored. This includes listing the individuals who will be on site to direct traffic and directing buyers to parking areas.
- Buyers attending the SALE need to be notified that they are considered invitees only to the unit that is hosting the SALE. Further, that all other areas at the Association, including the beach and island areas, are off limits and will be considered trespassing. The Homeowner must submit a plan for limiting access of Buyers to other areas on the Tuckaway Shores property.

Insurance and Liability

- The Homeowner must present proof of insurance and umbrella policy with a minimum coverage of one (1) million dollars in liability coverage. The Homeowner must name Tuckaway Shores Association as an insured for this SALE.
- A copy of the liability policy and umbrella coverage or a binder from the Insurance company must be provided to the Board with the application.

Notice to Other Tuckaway Shores Residents

- The notice will identify the days and hours of the SALE and the address and name of the Homeowner hosting the SALE. The Association will notify all residents of Tuckaway Shores of the SALE.

Parking

Parking for the SALE is allowed on Tuckaway Shores Drive, along 76th Street, and along Shoreline Drive. No other areas are to be used for parking. Garage entrances to piers 17 through 21 are not to be blocked. Parking enforcement is the responsibility of the HOMEOWNER holding the SALE.

Signage and Advertising

- No signs advertising the SALE shall be posted on Association property except as listed herein.
- Signs directing traffic to SALE location and No Parking signs.
- The Homeowner will be responsible for managing and posting all signs.
- Directional and No Parking signs may be posted. However, signage cannot be installed with a stake to hold up the sign. Only wire signs are allowed.
- Size of posted signs shall be no larger than an aggregate of 30 inches including length and width.

Duties Upon Approval of Sale

- The Homeowner shall ensure that all documents regarding insurance and bonding have been received by the Board.
- The Homeowner may post signs as set forth above on the first day of the SALE and will be responsible to remove signs on the date the SALE ends.
- The Tuckaway Shores management company shall receive any complaints concerning any damage to property.

HARASSING AND EXCESSIVE CONTACT

- Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other condominium members, residents, guests, occupants, invitees; or, directed at management, its agents, its employees, or vendors.
- Harassing behavior will include any unwelcome contact, and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees, or vendors; the Board, or other residents.
- Excessive is defined as more than one (1) contact; either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern.
- If a question has been asked and answered and is still being asked, that will be construed as excessive.
- If a Unit Owner has more than one concern, they should be addressed in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. The Unit Owner will be notified by the Board or management company what determination was made about their concern by email, if possible, or mail.
- All harassing or excessive contact as described above will result in fines.
- In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and may be subject to possible fines.
- Finally, any disruptive or harassing behavior by a Unit Owner or his or her proxy holder at an owners' meeting may result in fines being assessed to the Unit Owner.

EXHIBIT I**TUCKAWAY SHORES CONDOMINIUM ASSOCIATION INC.****PROPERTY MANAGER:**

Prospect Management
224 N. 76 Street
Milwaukee, WI 53213
Telephone: (414) 540-0004
Fax (414) 540-0044
Portal: portal.pmcwi.com

NOTE: In case of an emergency during non-business hours, please call main number, 414-540-0004, follow the prompts to leave a message for our emergency response team, and someone will return your call shortly.

BOARD OF DIRECTORS:

Current list is published after the October Annual Homeowners' Meeting, and distributed to homeowners with the minutes. The list is available on the property manager's portal.

EXHIBIT II**Tuckaway Shores Condominiums Emergency Numbers**

Fire	911
Franklin Fire Non-Emergency	414-425-1420
Police	911
Franklin Police Non-Emergency	414-425-2522
Ambulance-Rescue Squad	911
WE Energies-Emergency & Power Outages	800-662-4797
WE Energies-Natural Gas Emergencies/Leaks	800-261-5325

EXHIBIT III**Tuckaway Shores Condominiums Homeowners Directory**

The Homeowners Directory is on the property manager's portal (portal.pmcwi.com) and is occasionally updated and distributed to homeowners. Contact the Management Company to request a copy.

EXHIBIT IV**Map of Building Pier Numbers and Addresses**

The map is available on the property manager's portal (portal.pmcwi.com).