WINNEBAGO PARK ASSOCIATION, INC.
RULES AND REGULATIONS

Adopted by the Association and Effective September 4, 2021

1. APPLICATION AND AUTHORITY

1.1 Purpose. These Rules and Regulations (**Rules**) have been established to ensure the maximum enjoyment of the community of Winnebago Park Association, Inc. (the **Association**) by all members of the Association (**Members**), to protect the investment of the Members, and to make the community, as a whole, a place where owners take pride in the property.

1.2 Authority. These Rules have been adopted by the Members and supersede previous rules adopted by the Members. The Association's board of directors (the **Board**) is charged with enforcement of the Rules.

1.3 Inclusion of Bylaws. These Rules are intended to supplement the current version of the Association's Bylaws (**Bylaws**). The Bylaws are incorporated by reference into these Rules. In the event that these Rules conflict with the Bylaws, the Bylaws shall control.

1.4 Application. All Members, along with guests and tenants, are subject to these Rules. Members are required to notify guests and tenants of these Rules and are responsible for actions of guests and tenants in violation of these Rules.

2. GENERAL RULES

2.1 Rules of the Road.

2.1.1 *Speed Limit*. No vehicle is allowed to travel at a speed faster than 15 miles per hour on Winnebago Park Road; provided, however, that the maximum speed should be reduced when circumstances dictate a lower speed in order to maintain safe operation of the vehicle. Those circumstances may include location, visibility, weather conditions, road surface condition, or the presence of pedestrian traffic or vehicular traffic on Winnebago Park Road.

2.1.2 *Road Courtesy*. "Yield" signs are posted to govern the right-of-way of traffic moving in and out of Winnebago Park. When yielding, please move off to the right and stop momentarily to permit the vehicle having right of way to continue movement without delay.

2.1.3 *Parking on the Road*. Parking on Winnebago Park Road is not permitted at any time. Members must notify guests, contractors and service providers to park well off the road at all times.

2.1.4 *Off-road Vehicles*. Operators of off-road vehicles such as all-terrain vehicles or utility-terrain vehicles are required at all times to comply with Wisconsin laws and regulations regarding operation of such vehicles. A summary of those laws and regulations can be found at the following link: https://dnr.wi.gov/files/pdf/pubs/le/le0500.pdf. Among the requirements are:

(a) ATVs/UTVs must maintain a speed below 10 miles per hour when within 150 feet of any residence.

(b) All ATV/UTV operators and passengers under age 18 must wear a DOT standard ATV or motorcycle helmet. A bicycle helmet does not suffice.

(c) Any operator under age 15 must be accompanied by a parent, guardian, or other adult designated by the parent or guardian.

2.2 Lake Etiquette. Operators of boats and personal watercraft are required at all times to comply with Wisconsin laws and regulations regarding operation of the same. A summary of those laws and regulations can be found at the following link: https://dnr.wi.gov/files/pdf/pubs/le/le0301.pdf. Among the requirements is that all boats, personal watercraft, as well as water skiers, tubers and the like, must maintain a safe distance of at least 200 feet from shoreline and 100 feet from all piers and swimmers.

2.3 General Maintenance of Property.

2.3.1 *Yard Maintenance*. Each Member is required to maintain their lot in a neat and clean condition from the lakeshore to the eastern boundary of Winnebago Park property which is approximately 100 feet east of Winnebago Park Road. Lots adjacent to the Athletic Fields are not required to maintain the Athletic Fields.

2.3.2 *Outside Storage on a Member's Lot*. Vehicles, trailers, boats, furniture, appliances, equipment, construction tools or materials, and other similar items which are not in current and regular personal or business use may not be stored on a Member's lot in any manner such that they are visible from any other lot or common area.

2.3.3 *Garbage and Rubbage Collection*. The Association contracts with a private waste hauler which collects weekly. All garbage and hauler qualified recyclables should be deposited in the proper containers provided by the waste hauler with the containers moved to the edge of the west side of Winnebago Park Road on the day of scheduled collection. The Member is responsible for proper disposal of personal or household items such as mattresses, appliances, electronics, paint cans, and the like. Some of such items may be taken to the Town of Calumet recycling center site. The location map and hours can be found at www.townofcalumet.com.

2.4 Pets. Animals which are commonly kept as household pets such as dogs and housecats may be kept as household pets within the Association. At all times, pets must be on a leash or under similar restraint such as, for example, an electronic fence or shock collar, and, in any case, always under the direct control of the handler or owner. Members, their guests and tenants should walk pets on the east side of Winnebago Park Road and, year round, must carry plastic bags to immediately pick up pet waste which pet waste must be disposed of in the Member's own waste container.

2.5 Unauthorized Activities. Garage sales, rummage sales, auctions, estate sales or any other similar activities which invite public entry to Winnebago Park are strictly prohibited.

2.6 Signs. A Member may post one sign publicizing sale of the Member's real estate at the Association's front gate, one sign on the lake frontage of the Member's property, and another such sign adjacent to Winnebago Park Road on the Member's lot. Posting of any other type of sign, including those containing promotional and/or political content is prohibited.

2.7 Hunting/Weapons. No hunting or discharging of any rifle, shotgun or handgun is permitted within the Association, including Association property which extends into the wooded area immediately to the east.

2.8 Lighted Fires. Lighted fires must be attended at all times.

2.9 External Furnaces/Heating Stoves. External furnaces or heating stoves are not permitted on any lot.

2.10 Tree Removal. The removal of any trees or shrubs located on property owned by the Association, including on property located east of Winnebago Park Road, may be done only with prior authorization of the Association's Vice President. The removal must be done by a contractor selected by or approved by the Vice President. The cost of such removal is borne by the Association. A lot owner may remove trees and shrubs located on that owner's lot. The lot owner is responsible for the cost of removing such trees or shrubs.

2.11 No Soliciting. No public soliciting is allowed in the Association at any time.

2.12 House Trailer/Campers, Etc. The outdoor use and/or storage of house trailers, campers, tents and/or any other type or form of mobile or portable housing facility is strictly prohibited except for reasonable periods when the same is being prepared for storage or travel. Children's play tents are permitted while a Member is occupying the Member's residence.

2.13 Broadcast Signal Receivers. Broadcast signal receivers, including satellite dishes or antennas that measure one meter or less in diameter and satellite earth station antennas that measure two meters or less in diameter are permitted but must be affixed to the Member's residence.

2.14 Rental of Property. A Member may not lease or rent any property in Winnebago Park except in accordance with Section 14.5 of the Bylaws and such other requirements as may be adopted by the Board.

3. COMMON AREAS

3.1 General. The Association's common areas are owned and controlled by the Association and are intended for use by Association members, their guests and tenants only. The Association's common areas include (a) the Clubhouse and that land surrounding the Clubhouse owned by the Association, (b) the property located east of Winnebago Park Road (**East of the Road Property**), including (c) the West Athletic Fields including the baseball diamond, tennis court, playground equipment, scenic trail and other improvements (collectively, **Athletic Fields**).

3.2 East of the Road Property. As provided in Section 13 of the Bylaws, Members, a Member's guests and tenants, have the right to use that portion of the East of the Road Property which would be an extension of that Member's lot. However, the right to use that property does not convey any type of ownership interest in that property. The Association owns and maintains complete control over the East of the Road Property and may restrict its use in any manner determined by the Board to be in the best interests of the Association. In particular, the following rules apply to the East of the Road Property:

3.2.1 *Maintenance*. Grass, weeds or any other vegetation must be mowed and trimmed regularly.

3.2.2 *Culverts and Drainage Ditches*. Members must remove leaves and branches and keep culverts and drainage ditches clear of debris. Culverts and drainage ditches on the east side of the road should be cleaned regularly by the appropriate lot owner and all leaves and debris removed before the first snowfall each year. During winter months, Members should mark the edge of the culverts and drainage ditches with reflectors on both ends.

3.2.3 *Yard Waste*. Any accumulations of yard waste must be regularly removed.

3.2.4 *Woodpiles*. Woodpiles are allowed, however, wood must be neatly stacked and not exceed five feet in height.

3.2.5 *Tree Removal*. The removal of trees from the East of the Road Property may be done only as provided in Section 2.10 of these Rules.

3.2.6 *Fences*. No line fence or new man-made or natural barriers shall be allowed dividing the lots or the property located east of the road.

3.2.7 *No Structures/No Asphalt/Parking Pads*. No structures may be placed or built on East of the Road Property. No asphalt or concrete paving is allowed on East of the Road Property. A Member may provide a gravel parking pad on that portion of the East of the Road Property which would be an extension of the Member's lot. Parking pads are not to exceed 20' wide and 30' deep. Parking pads must be consistent with the existing elevation and grade of the property.

3.2.8 *Landscaping*. As provided in the Association's Rules and Regulations regarding Construction of Improvements, any landscaping which will alter a lot's elevation or drainage can only be done with the prior written approval of the Board.

3.2.9 *Tents, Campers, Etc*. No tents may be erected, or campers or travel trailers parked at any time on East of the Road Property except for temporary arrangements made with prior approval of Board.

3.2.10 *Storage on East of the Road Property*.

(a) Boatlifts and piers may not be stored on East of the Road Property.
(b) Members' personal items are not to be stored on the East of the Road Property.
(c) Garbage containers are not to be kept on the East of the Road Property.
(d) Trailers, including boat trailers with or without boats, may be parked on East of the Road Property from April 1st through October 31st only. No trailers of any type may be stored on East of the Road Property from November 1st through March 31st.
(e) Ice fishing shanties, when not in use for fishing, may be parked on the East of the Road Property from November 1st through March 31st only. No ice fishing shanties may be parked during any other time period.
(f) Subject only to the exception set forth in Section 3.2.10(e), NO PROPERTY OF ANY TYPE MAY BE STORED ON THE EAST OF THE ROAD PROPERTY FROM NOVEMBER 1ST THROUGH MARCH 31ST.

3.2.11 *Vehicular Traffic*. Vehicular travel from one lot to any other lot on East of the Road Property is prohibited. This includes snowmobiles, ATVs and similar vehicles.

3.2.12 *Repair of Damage*. Any damage to the East of the Road Property which is determined by the Board to have been caused by a Member, or a Member's guests, tenants, contractors or other service providers must be timely repaired and restored by the Member at the Member's expense. If damage is not timely repaired, the Board may cause the repairs to be made and charge the Member for the cost of the same.

3.3 Athletic Fields. The Athletic Fields are intended for use by Members, their guests and tenants.

3.3.1 *Motorized Vehicles*. Motorized vehicles should not be parked on the Athletic Fields except when authorized by the Board for athletic or other events. Motorized vehicles may not be driven on the Athletic Fields when the ground is soft such as after rain and during early spring.

3.3.2 *Tennis Court*. Use of the tennis court is on a first come, first served basis. After an hour, players shall yield the court to others wishing to use it. No riding of bicycles, motorbikes, ATVs, golf carts, skateboards or snowmobiles is allowed on the court.

3.4 Clubhouse. Use of the Clubhouse is subject to such rules relating to the same as adopted from time to time by the Members and/or the Board.

4. ENFORCEMENT/INTERPRETATION/VIOLATIONS

4.1 Board's Authority. The Board is fully authorized to enforce these Rules. Members are responsible for compliance with these rules by their guests, tenants, contractors and other service providers.

4.2 Interpretation of Rules. The Board shall determine all questions arising in connection with these Rules. The Board's good faith determination, construction or interpretation of these Rules is final and binding.

4.3 Rule Violations.

4.3.1 *Self Help First*. Subject to the last sentence of this Section 4.3.1, if a Member is disturbed by the action of other Member(s) or their guests or tenants, the Member should first make personal contact with the offending party to make him or her aware of the situation. Often a friendly reminder resolves a situation. If the grievance is not rectified after talking with the other party, a Member may submit a written complaint to the Board as provided in Section 4.3.2. In an instance where harm to any person or property is deemed to be imminent, the violation should first be reported to the proper authorities.

4.3.2 *Written Complaints*. If a Member feels one or more of the Association's rules has been violated, the Member may, after attempting to address the situation with the alleged violator, submit a written complaint to the Board. Complaints must be dated and must identify the alleged violation, the specific rules alleged to be violated, and the identity of the Member submitting the complaint. The complaining party must provide the written complaint to the Association's secretary with a copy provided to the party who is the subject of the complaint.

4.3.3 *Board Response*. As soon as is practicable, the Board will consider the complaint and make its determination as to whether any rules have been violated and, if so, what action, if any, must

be taken to rectify the violation and a timetable for doing so. The Board will inform the complainant and the party who is the subject of the complaint of the Board's determination.

4.4 Fines. Violations of these Rules may result in the imposition of a fine. The Board will determine which behavior (or time intervals for chronic conditions) constitutes a separate violation.

4.4.1 *General Fine Schedule*. Unless a more specific schedule of fines is adopted by the Board for certain specific rule violations, fines may be imposed at the direction of the Board as follows:

Violation Notice	Fine or Penalty
1st Violation	Written warning only
2nd Violation	$100
3rd Violation	$250
4th Violation	$500
5th Violation	TBD*

*The Board, among other things, may determine that each day during which the violation continues is a separate offense subject to a separate fine

4.4.2 *Payment of Fines*. Fines for violations of these Rules and assessments for damage are due and payable 30 days from the date of the notice of the fine or assessment is sent to the Member. Unpaid fines or assessments will accrue interest and will give rise to lien rights as provided in Section 21 of the Bylaws. Payment must be made by delivery to the Association's Treasurer of a check in the amount of the fine made payable to Winnebago Park Association, Inc.

4.4.3 *Fees and Costs*. In addition to any fine or assessment for damages, the Member subject to the fine or assessment is responsible for any costs or fees incurred by the Association which are associated with the violation, including, but not limited to, the cost to repair damaged property and the Association's attorneys' fees.

4.4.4 *Lien Rights*. As set forth in the Bylaws, unpaid fines and damage assessments imposed under these Rules will give rise to lien rights for the Association.

4.4.5 *Alternative Remedies*. Nothing in this section is a prohibition of or a limitation on the right of the Board to pursue other means to enforce the provisions of the various Association documents including, but not limited to, legal action for damages or injunctive relief.

5. OPPORTUNITY FOR HEARING

When any fine is imposed or assessment for damage or repair costs is made against any Member under these Rules, the Board will notify the Member in writing of the amount of the fine and/or damage or repair cost and the reason for the assessment. The Member shall have 15 days to request a hearing before the Board to have the matter reviewed. This request shall be made in writing to the Secretary of the Association. If no request for a hearing is made, the fine and/or damage assessment will stand and must be paid in full as provided in Section 4.4.2.

If a hearing is requested, the Board shall schedule a meeting with the member within 15 days of receipt of the notice of request of hearing to review the matter. At the hearing, which may be held in person, by telephone, or another suitable electronic communications system, including videoconference

technology, the Member(s) subject to the fine or assessment will have the opportunity to be heard. Five days following the hearing, the Board shall determine if a rules violation has occurred and if the fine or assessment will be ratified, modified or eliminated. The Board will notify the Member in writing of the decision.

6. AMENDMENTS

These Rules may be amended at any regular or special meeting of the Members by an affirmative vote of a majority of the Members present, voting in person or proxy, so long as a quorum of Members is present at the meeting.