Rules and Regulations
Whitnall Edge Condominium Homeowners Assn. Inc.

Ogden
the real estate company

July 30, 2004

NOTICE TO ALL WHITNALL EDGE UNIT OWNERS

Clarification of Rules and Regulation Change of 4/17/00

Pursuant to Declaration Article III, Section 4, 7 & 8 and By-Law Article VII, Section (1)(a), Section 2 (o) of the Rules and Regulations has been amended to read as follows:

"Animals. No animal, livestock, poultry, birds, reptiles or fish of any kind shall be raised, bred, boarded, or kept in any unit or common areas on either a temporary or permanent basis without the prior written consent of the Board, with the sole exception to this rule being a unit owner may keep up to two cats.Any dogs or "common household pets" which resided in a unit on the date prior to this clarification, may continue to reside on the property until the resident moves or the animal passes away, provided it does not violate any other rule or law and **provided the unit owner registers such animal with the management company on or before August 31, 2004. Failure to register an animal that resided on the property prior to August 31, 2004 will result in that animal losing its rights to continue to reside in a unit or on the property. Any pet, other than two cats, may not be replaced after it passes away.**

On behalf of the Board of Directors, Debbe Geralts
Ogden and Company, AMO® (414) 270-6376

WHITNALL EDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

RULES & REGULATIONS

January 9, 2015

On December 10, 2014, Pursuant to Article III, Section 4, and 8, Article V, Section 4 of the Declaration of Conditions, Covenants, Restrictions and Easements Regarding Whitnall Edge Condominium, and Article VII, Section 1 of the By-Laws of Whitnall Edge Condominium Homeowners Association, Inc., the Board of Directors voted and approved an amendment to Section 2(t) of the Rules and Regulations Duties and Obligations of Unit Owners Adopted Under the By-Laws Article VII pertaining to the leasing of units. Paragraph (5) was added to Section 2(t) to read as follows:

(5) Any Unit Owner who chooses to lease their unit shall be assessed an additional monthly assessment equal to 35 % of the regular monthly assessment. The additional assessment is due and payable with the Unit Owner's regular monthly assessment. Current renters are "grandfathered in." However, the amendment will take place upon commencement of new tenancy.

The above amendment will take effect on May 1, 2015.

Sincerely,

Board of Directors
Whitnall Edge Condominium Association, Inc.

WHITNALL EDGE I CONDOMINIUMS
RULES & REGULATIONS

On May 23rd, 1995, a motion was made by the Board of Directors to accept the following Rule & Regulation in conjunction with ARTICLE VII, Section T, Paragraph 4.

4 - Use. No residential unit owner shall occupy or use his unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests. The use and occupancy of a unit is subject to the following additional restrictions and requirements.

(1) In order to preserve the high standards of maintenance and care and the other benefits arising from owner occupancy of units, including low turnover of occupants, no unit may be occupied by solely non-owner occupants during the one year period immediately following a transfer of ownership of said unit. The Board of Directors shall upon receipt of a written request waive the foregoing prohibition if the Board of Directors determines that the non-owner occupancy is being sought by reason of a sufficiently significant unforeseeable event which occurred within a twelve month period, such as the death of an owner of the unit. Any written request for a waiver shall be deemed denied if not granted in writing within thirty days after its receipt by the Board of Directors.

(2) With respect to any new occupancy of a unit by solely non-owner occupants, the unit owner completely relinquishes to the new occupants for the period of their occupancy the privileges which the unit owner would otherwise have a right to exercise with respect to all common areas and limited common areas, including garage and parking areas. With respect to any such new occupancy of a unit by solely non-owner occupants, the conduct of non-owner occupants and their guests in accordance with the Declaration and By-Laws shall be the responsibility of the unit owner; furthermore, the unit owner shall be financially responsible for the payment of any costs and attorney fees incurred by the Association in enforcing the provisions of the Declaration and By-Laws against any non-owner occupants and their guests.

(3) With respect to any new occupancy of a unit by solely non-owner occupants, the unit owner must provide the Association with the following information as it exists at all times during the occupancy:

The names of all persons having a right to occupy the unit. The license number of all motor vehicles used by the occupants.

r. Obstruction of Association Contractors. No unit owner shall directly or indirectly obstruct, impede, or interfere with any contractor, vendor, or other entity employed or engaged by the Association. Any work to be done within a unit shall be agreed to in writing by the unit owner and the Board of Directors. Violations of the preceding sentence shall include but not be limited to the following:

(1) Failing to provide access to a unit to a contractor at a previously agreed upon time.

(2) Arguing with or trying to persuade a contractor to do more or less than that for which the contractor was engaged or attempting to alter or expand the provisions of the contract.

Liquidated damages for violation of this rule shall be $50.00 per occurrence plus additional costs incurred by the Association from contractor as a result of the violation.

s. SLEEPING ON ASSOCIATION PROPERTY. There shall be no overnight sleeping or camping upon the common areas, including parking areas. Pitching tents of any type is strictly forbidden in the common areas. Liquidated damages for violation of these rules shall be $50.00 per occurrence.

t. Lease of Condominium Unit. All lease forms for the rental of condominium units shall be in writing and submitted to the Association's Board of Directors or its authorized agent for approval allowing 10 days for such approval to be granted. The owners must also inform tenants of the Declaration, By-Laws, and Rules and Regulations as determined by the Board of Directors. An executed copy of the lease is to be given to the Association's Board of Directors. All leases must include the following provisions or information:

(1) The lease shall include a provision that the tenant acknowledges receipt of and agrees to abide by the Declaration, By-Laws, and Rules and Regulations of the Association.

(2) The lease shall contain a provision that upon occupancy the tenant is to immediately notify the Association's Board of Directors or its authorized agent of the tenant's telephone number. The lease is also to contain the address and telephone number of the owner.

(3) The lease shall state that the owner maintains the responsibility for payment of maintenance fees and/or any special assessments made by the Association's Board of Directors.

Liquidated damages for violation of these rules shall be $100.00 per occurrence.

u. Use of the Pool.

(1) The pool shall be used by Whitnall Edge residents and their guests only; residents must be present with their guests.

(2) All Whitnall Edge residents and their guests must obey the posted pool rules.

Liquidated damages for violation of U(1), and/or U(2) are $50.00 per occurrence.

3. Enforcement of Rules. The Association's Board of Directors shall enforce the rules set forth in Section 2. Unit owners shall be notified in writing by the Association's Secretary or Manager of violations of the rules together with any amount which may be due and payable to the Association as a result of each occurrence of violation. The Association may in its discretion issue a written warning prior to citing any unit owner with an actual violation. Any notice shall be deemed received upon either personal delivery to a unit owner or three calendar days after mailing said notice by certified mail addressed to a unit owner at the mailing address for the unit owner as maintained in the Association's records. The Association shall have the right to enforce its rules by appropriate legal action, including an action to collect damages from a unit owner; in the event a legal action is required, the Association shall have the right to collect all reasonable costs associated with the same, including reasonable attorney fees.

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WHITNALL EDGE I RULES & REGULATIONS
DUTIES AND OBLIGATIONS OF UNIT OWNERS
ADOPTED UNDER THE BY-LAWS ARTICLE VII

1. Unit Owner Responsibility Each unit owner is responsible for the conduct and actions of all residents of the unit owner's unit; including family members and lessees and also any other individual while on association property at the unit owner's or any unit resident's direct invitation; said responsibility for conduct and actions includes the legal liability to pay any damages for violations as set forth in Section 2 below. In Section 2 below, any reference to "unit owner" shall be interpreted as referring not only to the owner of a unit but also to all the persons for whom that owner is responsible as listed in the first sentence of this paragraph.

2. Rules and Regulations The purpose of these rules is to provide greater ease of living together, to prevent damage to the association property, and to protect the substantial investment of each unit owner. Accordingly, any violation of these rules will result in some damage to property, value on investment, rights of others, health, or safety; as the amount of said damage is difficult to ascertain, any unit owner responsible for a violation of the rules will be legally liable for payment of damages, both liquidated and other, as set forth below in this article together with costs of collection, including reasonable attorney's fees. For purposes of this article, the following shall apply:

i. "Common elements" shall mean common areas and limited common areas unless specifically stated otherwise.

ii. Each incident of violation of any rule shall be deemed a separate occurrence; a violation which is continuing in nature shall be deemed a separate occurrence for each whole of partial calendar month in which it occurs.

These rules are in addition to the Declaration and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, documents, and easements referenced therein shall govern.

a. Use No unit owner shall occupy or use any unit of the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, lessees, or guests. Liquidated damages for violation of this rule shall be $50.00 per occurrence.

b. Common Areas

(1) Any resident wishing to have an outdoor party using any common areas must first register with the Association's Board of Directors and sign an agreement accepting liability for any damages done to the common areas (e.g. lawn, shrubs, etc.).

(2) The common areas shall not be used for playing soccer, basketball, football, softball, hardball, volleyball, golf, jarts, tennis, or any other sporting activity that requires special equipment or any activity in which damage or destruction of the common areas results.

(3) There shall be no obstruction or destruction of the common areas and nothing shall be stored thereon without the prior written consent of the Association's Board of Directors.

(4) Unless otherwise permitted in these rules, no object or structure, other than movable furniture or movable barbecue pits or grills shall be placed unattended on common or limited common areas (e.g. patios and balconies) without the prior written consent of the Association's Board of Directors.

(5) Nothing shall be altered, removed from or constructed in the common areas except upon the prior written consent of the Association's Board of Directors or as otherwise permitted in these rules.

(6) Liquidated damages for violation of b(1), b(2), b(3), b(4), b(5) shall be $50.00 plus the cost of returning the Association property to its original condition prior to the violation.

c. Porches and Sidewalks. Due to space limitations, safety considerations, and the necessity to maintain a uniform appearance so as not to degrade property values, no items of any sort shall be stored or displayed on any common areas; including any porch, stoop, balcony, sidewalk, or grassy or landscaped areas; the only exception to the foregoing shall be as follows:

(1) Items generally considered to be of an appropriate holiday nature may be placed and displayed in porch/patio areas and in the landscaped areas adjacent to an owner's unit for a period not to exceed one (1) week or for all or any part of the period December 1 through January 10.

(2) Other exceptions specifically not set forth in these rules c(1), c(2). Liquidated damages for violations of this rule shall be $50.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.

d. Garbage.

(1) All garbage and trash (including appliances, furniture, and bedding) shall be properly bagged and disposed of so as not to produce health or safety hazards.

(2) No garbage shall be left outside of dumpsters. Special pickups for items too large to fit into the dumpsters shall be arranged by the unit owner.

(3) All burning items (e.g. hot charcoal) shall be extinguished and cold to the touch before being placed in dumpsters. Also, disposable diapers shall be bagged before being place in the dumpster.

(4) Flammable or corrosive items (e.g. motor oil, gasoline, or car batteries) shall not be placed in or around dumpsters, nor shall they be drained anywhere on Association property.

(5) No garbage shall be left outside of any unit for more than five (5) minutes prior to being removed and disposed of as required by these rules.

Liquidated damages for violation of d(1), d(2), d(3), d(4), and d(5) shall be $50.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.

e. Uniform Exterior Appearance of Units.

(1) No action shall be taken by any unit owner to alter or individualize the exterior surface of any unit or common area (e.g. garage) with the following exceptions:

(a) Items generally considered to be of an appropriate holiday nature may be place upon the exterior surfaces of the unit for a period not to exceed (1) week or for all or any part of the period from December 1 through January 10 provided the items are easily removable and upon their removal any holes made in the exterior surfaces shall be properly filled and the property returned to its original condition.

(2) Interior surfaces of any window in whole or in part shall not be covered permanently, boarded-up, tinted, painted, or frosted.

(3) All sliding windows and patio doors shall have screens which are installed and in good repair.

(4) All windows shall be maintained in good repair without cracks or breaks. Liquidated damages for each violation of e(1), e(2), e(3), or e(4) shall be $50.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.

f. Access to Roof No unit owner shall be on a residential or garage roof on Association property. Liquidated damages for violation of this rule shall be $200.00 per occurrence. (NOTE: Any needed repairs are to be reported to the Association's Board of Directors or the current management company.)

g. Signs. No sign, poster, banner, or flag of any kind (except holiday as previously stated) shall be displayed on or from any unit, or common area without the prior written consent of the Associations Board of Directors. Liquidated damages for violation of this rule shall be $50.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.

h. Disturbance and Obnoxious Activity. No unit owner shall carry on any obnoxious or offensive activity in any unit or common area, nor shall anything be done therein which may be or become an annoyance or nuisance to others including but not limited to an excessive sound level from any source including stereo speakers. Liquidated damages for violation of this rule shall be $50.00 per occurrence.

i. Increase in Insurance Rates. No unit owner shall do or keep in any unit or common areas anything which will increase the rate of insurance on the Association property or which will result in the cancellation of the insurance on any unit or any part of the common property. Liquidated damages for violation of the rule shall be $100.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.

j. Flammable Liquids and Explosives.

(1) Gas, gasoline, and other flammable liquids (excluding paint thinners and cleaning solvents) shall not be stored or used in any unit, or in the common areas (e.g. garages).

(2) No explosive substance of any type shall be stored or used in any unit or common areas.

(3) All gasoline operated equipment shall be prohibited from being brought into any unit (except model toys which must be properly stored).

(4) Paint thinner and volatile cleaning solvents may be stored in units, but the total amount of these items shall not exceed three (3) gallons, and they must be stored in a fire/explosive safe manner.

(5) Liquidated damages for violation of j(1), j(2), j(3), or j(4) shall be $100.00 per occurrence.

k. Smoke Detectors. Each unit owner shall install and maintain a minimum of one working smoke detector within the unit; batteries for this smoke detector are to be changed a minimum of once a year. Liquidated damages for violation of this rule shall be $250.00 per occurrence.

l. Fire Extinguishers. Tampering of any kind, with fire extinguishers or fire alarms in the common areas is strictly prohibited. Liquidated damages for violation shall be $250.00 per occurrence.

m. Parking.

(1) The Association's Board of Directors shall assign each unit the right to use one outside parking space; any such assigned parking space shall be used by the unit owner assigned to the space solely to park a car, van, motorcycle or small non-commercial truck, which must be in good working condition and movable under its own power. Liquidated damages for violation of this rule shall be $50.00 per occurrence.

(2) No vehicle shall be parked in any parking space or garage so as to obstruct or infringe upon any other space or garage, the driveway or the fire lanes, or to hang over any sidewalk more than two (2) feet. Liquidated damages for violation of this rule shall be $50.00 per occurrence plus the cost of towing away the vehicle. (NOTE: The Association's Board of Directors may enforce all City Ordinances pertaining to fire lanes, and violators will also be subject to a police ticket.)

(3) No moving van or truck, trailer, mobile home, boat, motorcycle, mini-bike, go-cart, or any other type of motorized vehicle, shall be parked on or driven across grass or concrete surfaces in common areas without prior written consent of the Association's Board of Directors. Liquidated damages for violation of this rule shall be $100.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.

(4) No repair or maintenance of any vehicle that cannot be performed within two (2) hours shall be performed outside a garage on association property. Liquidated damages for violation of this rule shall be $50.00 per occurrence plus the cost of towing away the violating vehicle.

(5) Because of the serious danger to people and property no vehicle shall be left unattended while on jacks or stands. Liquidated damages for violation of this rule shall be $50.00 per occurrence plus the cost of towing away the violating vehicle.

(6) Unless previously authorized in writing by the Association's Board of Directors, no construction or farm vehicles shall be parked overnight on association property. Liquidated damages for violation of this rule shall be $50.00 per occurrence plus the cost of towing away the violating vehicle.

(7) Any vehicle parked in any assigned parking spot must have a valid license plate, the owner of the vehicle is responsible for clean-up of any debris and leakage of fluids, the vehicle must be operable and movable under its own power and have all tires properly inflated (within a reasonable time period determined by the Board). Liquidated damages for violation of this rule is $50.00 per occurrence plus the cost of towing away the violating vehicle.

(8) Each unit owner shall completely vacate the parking area within 24 hours time for any daylight snow removal operation. During snow removal operation, a vehicle parked on Association outdoor parking areas may be towed away. Liquidated damages for violation of this rule shall be $50.00 per occurrence plus the cost of towing away the violating vehicle at the Board's discretion.

(9) Each unit owner shall completely vacate the outdoor parking area during any announced maintenance activity. Any vehicle left in the Association parking area during such maintenance activity may be ticketed and/or towed away. Liquidated damages for violation of this rule shall be $50.00 per occurrence plus the cost of towing away the violating vehicle.

n. Garages.

(1) Any garage owner who installs and has engaged an electric garage door opener shall install a lockable manual release to allow opening of the garage door in the event of power failure or other emergency. Liquidated damages for violation of this rule shall be $50.00 per occurrence plus the cost to repair damage resulting from any forced emergency entry.

(2) To prevent damage occurring to other people's cars, possession and garages, any garage that shall be unattended by its unit owner or tenant for more than fifteen (15) minutes shall be closed by its unit owner or tenant; and the garage door shall be secured in the fully closed position by means of a lock or an engaged garage door opener. Liquidated damages for violation of this rule shall be $50.00 per occurrence.

o. Animals.

(1) No animals, livestock, poultry, birds, reptiles, or fish of any kind shall be raised, bred, boarded, or kept in any unit or common areas on either a temporary or permanent basis without Board approval. The only exceptions to this rule shall be for COMMON HOUSEHOLD PETS, which shall be allowed provided they comply with the restrictions listed below. Any question as to what constitutes a common household pet (hereafter referred to as "pet") shall be decided by the Association's Board of Directors. Liquidated damages for violation of the rule shall be $75.00 per occurrence plus the cost to remove the violating animal from association property.

NOTE: City ordinance 78-9 states as follows:

"78-9. Animals at Large. 1. UNLAWFUL. No owner or caretaker of any animal may permit or suffer the animal to be at large. Any animal found at large shall be deemed to be so with the permission or at the sufferance of its owner or caretaker. Any adult person alone or together with other adults may seek relief from animals at large by complaint to the commissioner of health setting forth the specific date and approximate time an animal of a particular owner was observed by them at large. The commissioner shall notify the owner or caretaker of the animal, in writing, of the alleged violation and provisions of this section. If the petitioners subsequently observe that the animal is again at large, they may submit a written petition to the city attorney for commencement of prosecution to obtain compliance with this section.

Such written petition shall contain:

a. Name and address of complainant.

b. Description of animal and address of owner.

c. Dates and times violations were noted.

d. Date reported to commissioner of health.

e. Statement that petitioners will be willing to sign complaint and testify in court.

2. SETTING AT LARGE. No person may permit an animal to run at large by opening any door or gate of any premises or loosen any restraining device or otherwise entice any animal to leave any place of confinement.

3. ANIMAL LITTER NUISANCE. No owner or caretaker may appear with the animal on any street, alley, sidewalk, lawn, field, or any public property or upon a property other than their own without a shovel, scoop, bag, or other items for the removal of fecal matter. The owner or caretaker of an animal shall immediately after deposit of fecal matter on such premises remove all fecal matter by shovel, scoop, bag or other item and properly wrap and deposit the fecal matter in an approved waste container as specified in s. 79-4 situated upon his or her own premises.

4. COMPLAINTS. Any adult person alone or together with other adults may seek relief from animal fecal matter deposits as described in sub. 3 by a complaint to the commissioner of health in the same manner and procedure as set forth in sub 1.

AT LARGE means an animal is off the premises of its owner and on any public street or alley, school grounds, a public park, or other public grounds or on private property. An animal shall not be deemed to be at large if:

a. It is attached to a leash not more than six (6) feet in length which is of sufficient strength to restrain the animal and the leash is held by a person competent to govern the animal and prevent it from annoying or worrying pedestrians or trespassing on private property of trespassing on public property where such animals are forbidden; or

b. It is properly restrained within a motor vehicle.

78-13. **ANIMALS; DISTURBING THE PEACE.** 1. Complaints. No person may own, keep, have in his or her possession, or harbor any bird or animal which by frequent and habitual howling, yelping, barking or otherwise shall cause serious annoyance or disturbance to persons in the neighborhood. No prosecution may be commenced except upon the request of the commissioner of health following written complaint signed by one or more affected adult persons. No persons may be convicted under the provisions of this section except upon testimony of one or more adult persons.

2. CITATIONS. Notwithstanding sub. 1, enforcement personnel from the police and health departments may utilize a citation to help obtain relief from animal annoyances. In such instances, a notice shall be issued to the owner or caretaker of the animal producing the alleged nuisance specified by the complainant. Following issuance of such notice and where subsequent complaints are received of an alleged continued nuisance, the designated enforcement personnel may issue or cause to be issued a citation in accordance with other provisions of this chapter on the owner of caretaker of the animal causing the disturbance."

p. Maintenance and Repair of Units. Every unit owner shall perform properly all maintenance and repair work within the unit owner's unit which, if omitted, would affect any portion of the Association's property or a unit or property belonging to other owners. Liquidated damages for violation of this rule shall be $100.00 per occurrence plus the cost of returning Association property to its original condition prior to the violation.

q. Failure to Provide Access to Common Property. No unit owner shall fail to provide access to the owner's unit or limited common areas appurtenant thereto upon the reasonable request of an Association Director or Association Officer for the purpose of inspecting, maintaining, or replacing Association property accessible from or contained within said unit or limited common area. Liquidated damages for violation of this rule shall be $50.00 per occurrence.

r. Obstruction of Association Contractors. No unit owner shall directly or indirectly obstruct, impede, or interfere with any contractor, vendor, or other entity employed or engaged by the Association. Any work to be done within a unit shall be agreed to in writing by the unit owner and the Board of Directors. Violations of the preceding sentence shall include but not be limited to the following:

(1) Failing to provide access to a unit to a contractor at a previously agreed upon time.

(2) Arguing with or trying to persuade a contractor to do more or less than that for which the contractor was engaged or attempting to alter or expand the provisions of the contract.

Liquidated damages for violation of this rule shall be $50.00 per occurrence plus additional costs incurred by the Association from contractor as a result of the violation.

s. SLEEPING ON ASSOCIATION PROPERTY. There shall be no overnight sleeping or camping upon the common areas, including parking areas. Pitching tents of any type is strictly forbidden in the common areas. Liquidated damages for violation of these rules shall be $50.00 per occurrence.

t. Lease of Condominium Unit. All lease forms for the rental of condominium units shall be in writing and submitted to the Association's Board of Directors or its authorized agent for approval allowing 10 days for such approval to be granted. The owners must also inform tenants of the Declaration, By-Laws, and Rules and Regulations as determined by the Board of Directors. An executed copy of the lease is to be given to the Association's Board of Directors. All leases must include the following provisions or information:

(1) The lease shall include a provision that the tenant acknowledges receipt of and agrees to abide by the Declaration, By-Laws, and Rules and Regulations of the Association.

(2) The lease shall contain a provision that upon occupancy the tenant is to immediately notify the Association's Board of Directors or its authorized agent of the tenant's telephone number. The lease is also to contain the address and telephone number of the owner.

(3) The lease shall state that the owner maintains the responsibility for payment of maintenance fees and/or any special assessments made by the Association's Board of Directors.

Liquidated damages for violation of these rules shall be $100.00 per occurrence.

u. Use of the Pool.

(1) The pool shall be used by Whitnall Edge residents and their guests only; residents must be present with their guests.

(2) All Whitnall Edge residents and their guests must obey the posted pool rules.

Liquidated damages for violation of U(1), and/or U(2) are $50.00 per occurrence.

3. Enforcement of Rules. The Association's Board of Directors shall enforce the rules set forth in Section 2. Unit owners shall be notified in writing by the Association's Secretary or Manager of violations of the rules together with any amount which may be due and payable to the Association as a result of each occurrence of violation. The Association may in its discretion issue a written warning prior to citing any unit owner with an actual violation. Any notice shall be deemed received upon either personal delivery to a unit owner or three calendar days after mailing said notice by certified mail addressed to a unit owner at the mailing address for the unit owner as maintained in the Association's records. The Association shall have the right to enforce its rules by appropriate legal action, including an action to collect damages from a unit owner; in the event a legal action is required, the Association shall have the right to collect all reasonable costs associated with the same, including reasonable attorney fees.

RULES FOR WHITNALL EDGE COMMONS
Pool & Tennis Courts

- **The pool is open from 7:00 am until 10:00 pm.**
- **No more than four (4) guests are allowed at any time and must be accompanied by a unit resident.**
- **An adult unit resident must accompany all children under the age of 18.**
- **All babies and infants must wear swim diapers.**
- **No glass is allowed in the pool area or tennis courts.**
- **No inappropriate behavior is allowed in the pool area or tennis courts.**
- **No food is allowed within five feet of the pool.**
- **No running is allowed.**
- **No diving is allowed.**
- **No large flotation devices are allowed.**

- **Any items left at the pool/tennis courts will be stored for 48 hours. These items will be disposed of if not retrieved in the specified 48 hours.**

- **Pool privileges will be revoked if monthly maintenance fees are not current.**

- **Pool privileges will be lost for the remainder of the calendar year if any property is destroyed. A fine will be assessed with a maximum of $250.00. Additional liability will be assessed as warranted.**

Violation of the above rules will result in the following penalties:

1st offense will be a written warning.
2nd offense will be a fine of $25.00 and a loss of privileges until fine is paid.
3rd offense will be a fine of $50.00 and a loss of privileges at the discretion of the Board of Directors.

Whitnall Edge Condominium Homeowners Association, Inc.

RESOLUTION ADOPTING RULES REGARDING ALLOWED ANIMALS, INCLUDING EMOTIONAL SUPPORT AND SERVICE ANIMALS

WHEREAS the Whitnall Edge Condominium Homeowners Association, Inc. (the "Association") Board of Directors has the right to adopt and publish Rules and Regulations pursuant to Article VII, Section 1(a) of the By-Laws;

WHEREAS the Board of Directors wishes to update the Association's Rules with respect to animals;

WHEREAS, the federal Fair Housing Act requires condominium associations to make reasonable accommodations in their pet restrictions, allowing owners/residents who have a medically documented need for emotional support animals and service animals; and

WHEREAS the Board of Directors will from time to time allow such emotional support and/or service animals consistent with the Fair Housing Act's requirements, where appropriate; and

WHEREAS the Board finds it prudent to have Rules and Regulations to protect the Association's interests;

THEREFORE, BE IT RESOLVED that the Association hereby adopts the following Rules and Regulations related to allowed animals, including emotional support and service animals, and these Rules shall replace all previous adopted rules related to animals:

1. No animal, livestock, poultry, birds, reptiles or fish of any kind shall be raised, bred, boarded, or kept in any unit or common areas on either a temporary or permanent basis without the prior written consent of the Board, with the sole exception to this rule being a unit owner may keep up to two cats.

2. All animal owners must have on file with the Association, proof of compliance with licensing requirements and proof of certificate from a licensed veterinarian of distemper and rabies shots. All animals must be licensed.

3. All animals must be either crated or restricted on a leash by a person capable of controlling the animal whenever the animal is within the Association's common area.

4. The Unit Owner, as well as the animal owner, is responsible and liable for any damage to property or injury caused by the animal.

5. Those responsible for the animal shall immediately cleanup any excrement and shall carry an implement for pickup at all times when walking their animal. Whenever possible, the animal shall be taken off the Association property to relieve itself.

5. The animal shall not excessively make noises, bark, or create any sort of nuisance to the neighboring Owners.

BE IT FURTHER RESOLVED that a copy of this Resolution has been adopted by the Board of Directors, effective 10/28/2020, 2020.

President

Monica Weiss
Secretary