LOST NATION CONDOMINIUM RULES & REGULATIONS

January 1, 2025

1. **Pets and Animals. -** See *Declaration Article 8, Section 8.6*

Animals are permitted according to the following rules and are subject to all restrictions and limitations that the Board of Directors/Association may adopt. Keeping a pet is a privilege that may be revoked for any or all units on a temporary or permanent basis if rules are not followed.

A. The only animals permitted anywhere in the condominium are birds in cages, fish, house cats (cats that do not go outside) **or** one domestic dog per unit.
B. No animal may be penned or kept in a garage. Animals may be tied or staked on the owner's limited common area when owner is home and present. Animals are not allowed outside of the unit without owners present or to roam at large on common elements. Animals must always be on a leash and in the control of the owner.
C. No animal shall cause a nuisance that affects another owner/occupant. Nuisances may include but are not limited to noise, odors, waste matter, threatening behavior, insect infestation or damage to property.
D. Animal waste matter shall be removed immediately and disposed of in a sanitary fashion by the owner. Animals at no time should relieve themselves on another unit's limited common areas.
E. Remedy for damage to lawns, shrubbery, etc., or any other costs incurred concerning pets will result in a special assessment to the owner of the animal causing the damage, concern, or nuisance.
F. By allowing animals, the Association in no way assumes any liability for animal(s) and their behavior or the consequences of their behavior. Owners of animals are totally responsible for damages or injury caused by their animal or their animal's actions.
G. All dogs and cats must comply with Town of Barton licensing requirements.
H. All owners/occupants with animals are subject to comply with current rules and regulations, realizing that they are subject to change.

2. **Parking. –** *See Declaration Article 8, Section 8.7 and 8.8*

A. Unit owners and/or occupants motor vehicles shall be parked within garages or upon cement space immediately in front of the garage doors providing up to four (4) parking spaces on limited common areas. Parked vehicles shall not interfere with emergency vehicle services at any time. In addition, snow removal from driveways and roadways shall not be impacted by parked vehicles. Vehicles interfering with the snow removal may be towed at the owner's expense. If an owner/occupant's vehicle interferes with snow removal from their driveway or any other driveway, the homeowner will be responsible for snow removal, salting, and other charges.
B. Short-term guests may park overnight on the street directly across from said unit's driveway for periods of one week or less. Longer-term guests shall treat their vehicles as if they were owner/occupant vehicles and comply with all rules and regulations concerning parking.
C. Parked vehicles shall not block another unit's driveway on either side of the road.
D. No recreational vehicles, non-operating/disabled vehicles, off–road vehicles, snowmobiles, campers, trailers, boats, or similar vehicles may be parked outside the garage or on the street, except for short periods (under 24 hours) while cleaning, loading, unloading, etc.
E. No commercial truck(s) with a gross pay load of 1 ½ tons or more are allowed to be parked at any time except as needed for actual service, repair, or construction to a unit.
F. No long-term storage of vehicles is permitted on driveways. Vehicles that are not regularly moved (more than once per week) may be towed by the Association. Any other charges incurred, including towing and storage charges, shall be levied against the non-compliant unit owner. Owners who are gone seasonally must store vehicles inside the garage.
G. Parking that is not as described in A-F and reported will be issued a fine.

3. **Garbage, Refuse and Septic**
   A. All garbage and refuse is to be placed in the dumpster(s) provided by the Association for pickup.

B. Current guidelines for recycling, garbage disposals and the septic system shall be followed as periodically distributed in writing to unit owners/occupants.
C. No material other than human waste and toilet paper should be flushed down toilets.
D. If foreign objects are accidentally flushed, notify a director as retrieval may be possible and avoid costly repairs.
E. Unit owners/occupants are responsible for removing any materials that contractors will not pick up including, but not limited to, appliances, other large household objects and Christmas trees. The Town of Barton Recycle Center on Sleepy Hollow Road may accept trees. If the Association removes any items, the unit owner/occupant will be billed and may also be issued a fine.

4. **Laundry**

A. Unit owners/occupants are not permitted to place laundry poles or clothes lines of any type, whether temporary or permanent, outside of the exterior of the building.
B. Porches, decks, and patios shall not be used for drying laundry.

5. **Outdoor Activities**

A. The use of outdoor common areas for grilling, picnic and recreation equipment purposes is permitted, providing that all grills, picnic equipment, lawn furniture, recreational equipment, etc. are stored within the unit owners' garage or on the units rear limited common area so as not to extend beyond the privacy barrier.
B. Equipment mentioned above shall not be left overnight in common areas unless specific areas for such purpose have been set aside by the Association or specific short term written permission is obtained from the Board of Directors. Any equipment left overnight may be discarded and there shall be no reimbursement for replacement.
C. No owner/occupant equipment including boats shall be stored in the LNC pump houses.
D. No hunting is allowed on Association property.
E. Rummage sales shall be limited to 1-2 days per unit owner each year and shall not start before 8 am and must be closed by 4 pm. Sales on holidays

or holiday weekends are not permitted. One temporary sign may be placed in front of the unit, must be promptly removed after the sale, and cannot be put up more than 2 hours before the sale. The sale shall be confined in the garage or on the driveway, not the lawn. Owners are responsible for cleaning up promptly and leaving nothing out overnight. Courteous behavior toward neighbors is critical. The board may deny future rummage sales for cause.

6. **Flammables –** *See Article 8, Section 8.10*

A. No storage of flammables in separate containers other than a vehicle gas tank inside a unit or its garage is recommended.
B. All current fire codes shall be obeyed. It is the responsibility of owners/occupants to comply with grilling requirements. All grills should be a minimum of 10 feet away from structures that may ignite. Anyone determined by authorities to cause a fire will be liable for damages.
C. Fire Code: The State of Wisconsin fire code is the 2012 edition of NFPA 1 as adopted by the Department of Safety and Professional Services in DSPS 314.
    a. Flammable Liquids 42.3.2.3
    b. Grills 10.11.6.1

7. **For Sale or For Rent Signs -** *Article 8, Section 8.2*
A. One small lawn (no larger than 24X30 inches) “For Sale” or “For Rent” sign per unit is the only type of sign permitted and shall be placed close to the unit in limited common area.
B. No flags or other banners are permitted as part of the sign.
C. See 5E for temporary rummage sales signs.

8. **Trail use**
A. Any trails developed and identified for walking or hiking are intended for the quiet enjoyment of the unit owners/occupants.
B. Accordingly, no motorized or wheeled vehicles may be used on said trails except for use by handicap vehicles or for maintenance of the grounds.

9. **Occupancy Restrictions** – *See Declaration Article 8, Section 8.4*
   A. No more than four people shall occupy a unit except for 3403 and 3405 which are 3-bedroom units allowing two persons per bedroom in accordance with the provisions of the Federal Fair Housing Law due to the limitation of the septic system.
   B. A special charge of $25 per person per month shall be issued when more than 2 people per bedroom occupy a unit for more than 30 consecutive days.
   C. Special charges shall double every 13 months for infraction of Section 8.5 of the Declaration (i.e., $25, $50, $100…. per person per month).
   D. Nothing in this section restricts the Association from exercising more severe action including pursuing a lien and foreclosure against the unit.

10. **Owner Responsibility**
   A. Unit owners are responsible for abiding by Association Bylaws, Declaration, and Rules and Regulations always understanding that communal living requires more restraint than living in a private home.
   B. It is the responsibility of owner/occupants to assure that prospective buyers or renters have copies of the Rules as well as the Declarations Bylaws and that they comply with Wisconsin State Statutes 703.33.
   C. It is the responsibility of everyone to assure that safety is a priority. There are no sidewalks and many driveways; the streets are not designated for recreational activities. There are no lifeguards and there are springs throughout the waterways. The Association assumes no liability for unsafe actions of owners/occupants or their guests. If individuals are engaging in dangerous activities or it appears they need supervision, contact the Washington County Sheriff's Department to report your concerns.
   D. All unit occupants and guests shall conduct themselves in a manner respectful of other owner/occupants including limited noise that can be heard through unit walls anytime and limited excess noise from outside activities after 10pm and before 7 am.
   E. Owner/occupant's guests do not have the same rights as owner/occupants. Guests' use of the grounds and facilities may be limited at any time by the Board of Directors.

F. Additional rules for guest use of the grounds and facilities may be developed as needed and distributed in writing to all owner/occupants when developed and modified.
G. The Board of Directors may attempt discussions with owner/occupants if appropriate supervision of guests and use of facilities by guests is not taking place.
H. All applicable local and state laws and ordinances should be followed and obeyed by the owners and their guests.

11. **Use and misuse of the Lake**

A. All unit owners/occupants and their guests when with owners, shall have equal access to use of the lakes and ponds if all rules and regulations are followed.
B. Gasoline powered motors and personal watercraft (PWC) are not permitted.
C. Only canoes, rubber/plastic boats or similar craft that can be carried to and from the water are permitted.
D. All recreational equipment must be removed daily. No watercraft may be moored or tied on the shore overnight.
E. The Association assumes no responsibility or liability for damage to boats, misuse of boats or harm caused by boats. Owners are responsible for monitoring the use of their equipment by others; the Association assumes no liability for any equipment or crafts left unattended.
F. The LNC ponds are designated and registered annually as a “Fish Farm” which allows fishing without the need for a Wisconsin license.
G. LNC has a catch and release policy for all species inhabiting the lakes and ponds.
H. All users are advised that the lake is spring fed and there may be weak spots in ice. All activities on the ice are prohibited, including ice fishing.
I. Any person who uses the lakes and ponds does so at their own risk. There are **no** lifeguards.
J. Owners/occupants may not grant anyone the right to fish or use the lake without the owner/occupant being home-see rule 10E.

12. Outdoor Decorations

A. Unit owners/occupants should be considerate of others and recognize personal tastes vary in preference for outdoor decorating.
B. Seasonal decorations should be changed appropriately, and holiday decorations should be removed as promptly as possible. The Association reserves the right to restrict or limit holiday decorations and/or lighting.
C. Any addition of trees needs written permission of the Board of Directors.
D. Low voltage ground lights or solar lights are permitted in limited common areas if they do not impede mowing of grass or interfere with the lawn service.
E. No lawn edgings of any kind should be installed in common areas.
F. Plantings or decorations in common areas that may have had previous approval or be pre-existing, particularly if they are not being maintained by individual owners, may be removed at the discretion of any current serving board. The Association is not responsible for the maintenance of plantings in common areas nor the replacement costs of personal items like bird houses, etc. placed in common areas that may be damaged or removed.
G. In front of units (see diagrams provided), the limited common area may contain displays of personal decorations that are non-permanent and less than 5 feet in height and plantings that will remain less than 5 feet in height and that neither interfere with maintenance of the property and/or cause additional costs to service contracts. Limited common areas to the rear or side of units in general may display personal plantings, decorations, grills, or furniture that does not interfere with the maintenance of the property and/or cause additional costs to service contracts. The current serving board may ask an owner/occupant to limit the amount or type of personal display(s) for cause. Personal items should not extend beyond privacy barriers between units.
H. Unit owners/occupants should not install decorations such as bird feeders, wind chimes, plantings, etc. in common areas such as around mailboxes, and common area trees. These items may be removed and may be disposed of with no replacement to the individual(s) who displayed them.

For Your Reference

Declaration Article 5 Limited Common Elements reads, certain common elements which are contiguous to a unit are classified as limited common elements and shall be reserved for the primary use and benefit of the occupants of such units. They include, without limitation, the following:

A. Front entry stoop, the deck and/or patio, and garage driveway
B. The electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the service board or service connection to and within the unit
C. Those common elements, if any, identify as limited common elements on the condominium plat.
D. Such other parts of the common elements are necessary, convenient, or appurtenant to or normally exclusively used by the occupant of a unit.

13. Other Structures- *See Declaration Article 8, Section 8.11 & 8.12*

A. Regulation of roof structures will be consistent with current Wisconsin Condominium law. This includes, but is not limited to, outdoor cable TV dishes. Any installation or removal of a dish must be performed by a professional installer.
B. Damage from roof structures will be the sole responsibility of owners who have placed such a structure on the roof or owners who have purchased a unit with such a structure in place. The Board of Directors will evaluate and be the final arbiter of the causes of any damage.
C. No accessory structure or apparatus shall be constructed or placed on Association property. Any object over 5 feet in height or weighing more than 10 pounds or that cannot be easily moved by one person could be considered under this rule. The current serving board has final determination when question arise and may remove any structure or apparatus not owned by the Association from the property.

14. Enforcement of Rules & Regulations- *See Declaration Articles 7 & 15, and Bylaws Article 6*

A. Article 7, Section 7.4 of Declaration and Article 6 of the Bylaws allow the Board of Directors to adopt rules and regulations and assess penalties for infractions as special charged.

B. Rules and Regulations adopted by the Board of Directors may be amended or rescinded by the unit owners representing at least 67% of the units per section 6.2A of the Bylaws.

C. Previous procedures included in the *Homeowners Handbook* address reporting violations and resolutions of conflicts. Procedures continue to include, but are not limited to the following:
    a) Any violation or complaint reported to the Association must be presented in writing to the property manager or property management company. Use the complaint form provided by the Association if possible. It can be found on the homeowner/occupants Online Portal.
    b) Upon receipt of a complaint resolution of the matter by obtaining voluntary correction is preferred. If the board or designated committee determine appropriate the unit owner may receive one warning indicating that repeated infraction will result in penalties/fines/liquidated damage or the appropriate special charge or fine will be assessed.

D. Special charges for violations not specified elsewhere shall start at $50 dollars ($50). For each occurrence of an infraction of the same rule, the special charge or fine will double (i.e., $50 first occurrence, $100 second occurrence, $200 third occurrence, $400 fourth occurrence, and so forth). Daily special charges may be issued by the determination of the Board of Directors when ongoing noncompliance is an issue.

E. Notwithstanding paragraphs (A-D) 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:
    a) The violation is in direct defiance of a previous mandate from the Board of Directors.
    b) The violation was malicious in its intent.
    c) The violation is evidence of a pattern of the resident's or Unit owner's non-compliance with the Condominium Documents.

d) The violation is of such 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).

F. Special charges are due as billed and in addition will be considered late if not paid within 10 days of the next monthly Association fee.
G. Any owner/occupant not compliant with penalties shall have a lien enforced by *Article 7 of the Declaration* and have voting rights suspended per *Article 6 of the Bylaws.*

15. Collection of payments – *See Declaration Section 7.14*

A. The treasurer or management company is authorized and directed by the Board to send statements, charge, and collect late fees, special assessments and special charges or fines.
B. Association fees are an annual assessment to be paid monthly on the first day of every month by electronic means or check. Automatic payment is recommended from the owner's bank to a bank and account designated by the Association.
C. A late fee in the amount of $10 will be applied to any homeowner who is more than five days delinquent in payment of regular or special assessments/charges.
D. Any homeowner who is more than 1 month delinquent will receive a written notice that states when an account becomes more than 30 days delinquent and an additional late fee in the amount of $50 is due. If the account is not paid in full within 10 days of such notice, a Notice of Claims of Lien will be recorded, and a copy thereof will be forwarded to any lender with a mortgage against the unit.
E. Any homeowner who is more than 60 days delinquent in the payment of assessments will receive a written notice stating that if the account is not paid in full within 10 days, it will be turned over to the Association attorney for collection and the homeowner will be liable for payment of all charges imposed by the Association's attorney to cover fees and costs charged to the Association.
F. At the expiration of the period specified in the Association attorney's demand letter, and account remains delinquent and without a payment plan embodies in a signed stipulation for Judgment or either agreement,

the Association's attorneys are authorized to take such action as they, in consultation with the Board president, believe to be the best interests of the Association. Any unit owner who is delinquent in any payment due to the Association shall not be entitled to vote on any matter if the Association has a recorded statement of condominium lien against the unit, nor shall any owner serve as a Director on the Board during such time.

2021

Rules and Regulations and their adoption do not require an Association vote. Future amendments, additions and subtractions to the Rules will be noted below.

Date and Rule Number Modified:

#13 modified for October 2006 issues & then again for December 2006 issue after member input
#11 modified for December 2006 issues per member input
#9A modified for June 2007 issue after HUD input
#2,3,5,6,7,10,12 and 13 for 8-2008 review
#1,2,3,6,7,9,11,13,14 and 15 for 2021
#1,2,3,5,6,8,10,11,12,13,14 after 2024 review