

LAKE POINT CONDOMINIUMS

RULES & REGULATIONS

MAY 24, 2012

LAKEPOINT CONDOMINIUMS
CONDOMINIUM RULES AND REGULATIONS

These rules and regulations relating to the use of the Common Elements and Units of the Condominiums are intended to enhance the general enjoyment of life at the Condominiums. These rules supplement the provision of Wisconsin law, the City of Madison ordinances, the Declaration and By-Laws, all of which also regulate the use and enjoyment of the Condominium. They are designed to give Unit Owners the greatest degree of personal freedom consistent with the rights of others using the Condominium. The Rules set forth below are adopted and may be amended by the Board of Directors of the Association. All such amendments shall be in writing and shall be distributed to Unit Owners no less than 30 days prior to the effective date of such rules and regulations.

General Use and Occupancy

- 1) Each of the units shall be occupied and used only as a residence by the respective owners thereof, their tenants (prior approval having been obtained), families, servants and guests and for no other purpose. No trade or business shall be conducted on the Condominium or from any Unit, except that the owner of a Unit may use one or more rooms of a Unit as a "home office" as permitted by the City of Madison and subject to any required permit for such business from the City of Madison, and provided that such Unit owner does not store or accumulate inventory or other business related materials in the Unit or garage and continues to use the Unit as a private residence. Notwithstanding the foregoing, Declarant may use and occupy various Units as "model units" and sales offices as provided in the Declaration.
- 2) No common area doors shall be propped open for any reason. If you are caught propping a door open, you will be assessed a \$20 fine.
- 3) The common areas and facilities shall be used only for purposes for which they are intended. The common areas and facilities shall not be obstructed, littered, defaced or misused in any manner including Owner's pet defecating on or about the Property.
- 4) Nothing shall be done or kept in any Unit or in any of the Common Elements which will increase the rate of insurance on the Common Elements, without prior consent of the Association. No Unit owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of any of the Common Elements, or which would be in violation of any law or ordinance.

- 5) No Unit owner or occupant shall, except in specifically designated storage areas, place, store or maintain objects of any kind in the basement, walkways, grounds, or other common areas.
- 6) Every Unit owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the City of Madison or adopted by the Association.
- 7) The use of the Unit and the undivided interest in the common areas and facilities appurtenant to such Unit shall be consistent with existing law and the Declaration of Condominium and the Associations' By-Laws.
- 8) Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such ways as to be injurious to the reputation of the Condominiums. No noxious, offensive or illegal activity shall be carried on in any Units or in the Common Element Areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.
- 9) Common walks, park areas and other common areas and facilities shall be kept free from rubbish, debris and other unsightly materials.
- 10) No outdoor clotheslines may be erected and nothing shall be hung or exposed on any part of the common areas and facilities.
- 11) A Unit owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the exterior walls of his or her Unit, and no sign, awning or shutter shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior written consent of the Association or as provided below:
 - i) No sign of any kind may be displayed to the public view except: (i) one professional sign not more than one square foot and mounted flush against the building; (ii) one "For Sale" sign not more than two square feet displayed only during period of open house; (iii) one political sign not more than six square feet that endorses candidates for public office. Political signs may not be erected more than forty-five (45) days prior to an election and shall be removed within seven (7) days following the election. Signs authorized by Declarant shall be exempt from the sign restrictions stated herein, except those restrictions promulgated by the City of Madison, during the entire development, construction or sales period. **ALL SIGNS SHALL BE PROFESSIONALLY LETTERED AND MOUNTED.**
- 12) Unit owners shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament.

- 13) No Unit owner, and no family member, guest, lessee, licensee, invitee or agent of any Unit owner shall discharge or permit to be discharged on the property any firearm, air rifle, air pistol, bow and arrow, slingshot or other weapon, or any firecracker, fireworks or other explosive device.
- 14) No Unit owner or occupant may alter, change or remove any furniture, furnishings or equipment from the common areas or facilities.
- 15) A Unit owner shall be liable for the expense of any maintenance, repair or replacement to the common areas and facilities rendered necessary by his or her negligence or by that of any member of his or her family or his or her or their guests, pets, employees, agents or lessess.
- 16) A Unit owner shall give the Property Manager reasonable written notice of any planned sale of his or her Unit and of the closing date, when known.

Leases

- 1) Owners of Units in the Condominium may lease their Units only pursuant to the following terms and conditions.
 - a) The Unit Owner must notify the Property Manager and Board of Directors of his/her intention to offer the unit for rental. Written permission is required from the Board of Directors at least 30 days prior to the rental of the unit to confirm that there is available rental space so as not to exceed the maximum number allowed.
 - b) The lease and any amendments, extensions or renewals, must be in writing, signed by the owner and the tenant using a form approved by the Association, and shall have a term of one (1) year.
 - c) The Rider to Residential Condominium shall be provided by the Management Company, signed by the owner & tenant and attached to the Lease as stated by State Statutes.
 - d) The leasing Unit Owner shall provide a copy of the Lease, Rider to Residential Condominium and Owner Contact Form with the Renter Contact Form no later than 14 days prior to renter occupying the unit.
 - e) The unit owner must be in good financial standing with the Association. All monthly dues, utilities, water and special assessments payment must be paid in full.
- 2) There shall be no automatic renewal of a lease. All extensions or intent to renew the lease must be approved in writing by the Board of Directors no later than 60 days prior to the lease renewal date.
- 3) No more than 10% of the total units (5 units) may be rented at any one time. Contact the Management Company for the current number of Units being unit. The Board of Directors may approve one (1) additional unit for hardship reasons. A waiting list will be implemented when rentals reach 10%.

- 4) No unit may be rented for more than a total of two (2) years in a five (5) year period.
- 5) If the above procedure is not followed, a \$300 fine per month will be assessed until the unit has been vacated by the Renter or the rental has been approved by the Board and all paperwork has been received by the Management Company. Furthermore, if unit is rented without approval, fines plus possible legal action will be taken with all legal fees to be paid by the unit owner.
- 6) During the term of any Lease, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of the Declaration Bylaws and Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.
- 7) All rented units will pay a total monthly dues payment of 150% (1 ½ times) the monthly association fees.

Decks and Patios.

- 1) Nothing shall be hung from deck railings that will detract from the outward appearance of the building. The hanging of garments, rugs or other items from patios, doors, windows, balconies and other facades of the Unit is prohibited, except for reasonable holiday decorations, which must be removed promptly following the holiday.
- 2) Decks and patios shall be kept and maintained in orderly and presentable condition and shall not be used as a storage area.
- 3) Patio furniture must be designed for outdoor use and kept in good repair.
- 4) Flower pots must be either olive green or terra cotta in color. No more than two (2) pots are permitted per unit and they shall be kept on the patio. Plants must be alive or pot shall be removed.
- 5) No grills of any type may be used on the upper floor balconies of any Unit. All grilling must be conducted on the ground level of the Units. Only charcoal or electric grills are allowed, no gas grills. Grills must be used at least 10 feet away from combustible construction in accordance with the International Fire code. Each Unit is allowed only one (1) grill.
- 6) When storing grill, it must be covered with a black grill cover, specifically designed for the grill, and must be kept in good repair.

- 7) Each Townhouse Unit owner shall have the right to plant flowers and other foliage in the flower beds in the patio area appurtenant to such Unit owner's Unit, as long as such plantings are of an appropriate size, type and quality as approved by the Association and are properly cared for and controlled as determined by the Association. In the event that any Unit owner chooses not to plant flowers or other foliage in such Unit owner's flower beds, the Association may, at the Association's cost, install plantings in such areas. In the event any Unit owner ceases planting of the flower beds appurtenant to such Unit, such Unit owner shall return such areas to the same condition as before planting.

Parking and Parking Stalls and Garages

- 1) Use of common area parking areas located adjacent to the private street serving the Condominium is limited to Unit owners, their guests, invitees and tradesmen. Notice of any violation of this rule will be given by the Property Manager, and, if such a violation continues after notice, the cars will be towed off the premises at the expense of the offender.
- 2) Owners are allowed to park in their assigned space only. No owner is allowed to use additional space owned by the Declarant.
- 3) Visitor parking spaces are to be used by visitors no more than 48 hours within a 14 day period unless the Unit owner requests, in writing, permission to keep a vehicle longer than 48 hours. All requests should be submitted to the Management Company. All vehicles that exceed the visitor parking hours will be subject to fines and/or towing.
- 4) No parking of any vehicle of any kind shall be permitted for any purpose, except emergency vehicles, along or about the private street serving the Condominium unless the vehicle is parked in a common parking stall within the common parking areas as depicted on the Condominium Plat.
- 5) Parking areas shall not be used for any mechanical work on vehicles.
- 6) All boats, trailers and recreational vehicles must be kept within the Unit garages and shall not be parked overnight in common or limited common areas including driveway approaches to garages.
- 7) Garage doors shall be maintained in their closed position except during access to and from the garage interior and for reasonable garage maintenance and cleaning during daylight hours. No person shall occupy, park or otherwise use a vehicle so as to block access. No vehicle maintenance or lubrication shall be permitted anywhere in the Condominium, except washing of cars in driveways or maintenance performed within a garage. No playground equipment, bicycle racks or other obstructions may be placed on the Common Elements except as the Association permits by rule or regulation.

- 8) No Unit owner shall be permitted to park in excess of a total of two (2) personal vehicles in limited common areas or common areas without prior written approval of the association. Vehicles which are inoperable or offered for sale (for periods extending beyond 48 hours) shall not be parked or stored on the Condominium property unless stored or parked within a private garage. Vehicles parked in common areas of the Condominium must be currently registered and maintained in good physical condition. Owners will be responsible for any oil, or other fluid leaks from their vehicle.

Pets

- 1) Livestock, poultry, rabbits, reptiles, birds or other animals shall not be allowed or kept in any part of a Unit except that one dog under 35lbs and no more than two (2) cats, neutered or spayed, may be kept by the Unit owners in their respective Units; but shall not be kept, bred or used therein for any commercial purposes. The keeping of domestic pets IE: rabbits and some species of birds must have approval of the Board of Directors.
- 2) No pet shall be permitted to cause a nuisance or an unreasonable disturbance. If such pet causes a nuisance or unreasonable disturbance, the owner thereof will be given an opportunity to rectify the problem. If the owner fails to control his or her pet, then removing the animal permanently from the Condominium Property may be required if the Board of Directors reasonably determines that less drastic alternatives have been unsuccessful or would be futile.
- 3) Pets are not allowed to have free run or, or be tied or staked on, the Common Elements. When a pet is outside its owner's Unit, it must be accompanied by its owner (or designee) who must be able to control the pet, and the pet shall be carried or kept on a leash at all times. All leash laws that apply to the city of Madison and that of the City of Monona.
- 4) Owners (or designees) shall immediately clean all Common Elements and Limited Common elements of their pets' feces.
- 5) Owners are responsible for the health and cleanliness of their pets. The Association may assess owners for all costs associated with fumigation for fleas and ticks emanating from their Units.
- 6) Unit owners shall be responsible for personal injuries or property damage to all Common Elements and Limited Common Elements or personal property caused by pets owned by them, their occupants, or guests.
- 7) Trained guide dogs, trained signal dogs, or trained service animals are permitted. However, if such trained animal causes a nuisance or unreasonable disturbance, the Board of Directors may require removal of the animal if less drastic alternatives have been unsuccessful or would be futile. The Board would allow the owner a reasonable period of time to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the

animal during that time does not constitute an unreasonable imposition upon other homeowners in the Association.

- 8) Breeds not permitted; Akita, Alaskan Malamute, Chow Chow, Doberman Pinscher, German Shepherd, Pit Bull, Presa Canario, Siberian Husky, Staffordshire Bull Terrier, and Wolf Hybrids. These breeds are documented with the CDC and the Insurance industry.

Architectural Control

- 1) No structural changes or alterations shall be made to any Unit without prior written consent of the Board of Directors and any mortgagee holding a mortgage on said Unit.
- 2) No Unit owner or occupant shall install any wiring, television antenna, machines, air-conditioning units or other equipment whatsoever on or to the decks, or the exterior of the building or protruding through the walls, windows, or roof thereof without the prior written consent of the Association.
- 3) Satellite dishes and/or their mounting hardware shall only be installed by the prequalified provider set by the association. If satellite service is desired a request must be submitted to the management company.
- 4) No Unit owner shall make any additions or alterations to any common area or facilities except in accordance with the plans and specifications approved by the Board of Directors.
- 5) Unit owners shall keep their Units and Limited Common Elements appurtenant thereto clean and litter free. No garbage containers shall be permitted to remain at the pickup site for more than twelve (12) hours after pickup. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. The Association reserves the right to require uniform waste receptacles throughout the Condominium. Such right shall be exercised by written notice to the Unit owners who shall then be responsible for obtaining such uniform receptacles at the individual Unit owner's expense. Each Unit owner shall comply with present and future federal, state and local laws, ordinances, regulations and orders regarding collection, sorting, separating and recycling of waste products. Each Unit owner shall hold harmless and indemnify the Association and each other Unit owner for the indemnifying Unit owner's failure to observe this section.

Financial Responsibility

- 1) Every owner is responsible for prompt payment of maintenance fees, assessments, fines or other charges authorized by the Association.
- 2) Initially and until the same may be changed by the association, monthly condominium fees shall be due on the 1st day of each month in advance. Owners whose monthly fees are received after the 10th day of the month in which due shall be assessed a late fee of \$10.00 (This time frame allows for the people who get paid every other week to get the association fees in)
- 3) Violators of these rules will be subject to such legal actions deemed necessary by the Directors to enforce these rules. (Per the documents the owner will be responsible for all costs incurred, attorney or civil court cost associated with the placement of liens and judgments for non-payment of association fees.)

Exemption

Rules do not apply to Declarant's use of and activity in the Condominiums.

Conflict

The above rules and regulations, and those which may be hereafter adopted by the Association, 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, declarations, and easements set forth and referenced therein shall govern.

**AMENDMENT TO
RULES AND REGULATIONS
OF
LAKE POINT CONDOMINIUMS**

The Rules and Regulations of Lake Point Condominiums are amended as follows:

A complaint may be brought by any resident against another resident to the attention of the Board of Directors in writing, and/or by requested public hearing at any Board meeting. The Board requests that each resident help create a friendly and pleasant atmosphere by attempting to work out any problems before issuing a complaint.

The Board of Directors, or by delegation to the Association property management firm, shall determine whether a violation has occurred. If deemed a Violation, the following course of action will be followed.

First Notification: A Notice of Violation letter is to be sent by the Property Manager informing the Unit Owner that a complaint has been received, what the complaint is, what is expected to resolve the complaint and the timeline of when this must be resolved (if deemed necessary). If the violator is a renter/tenant, the original notice of violation will be sent to the Unit Owner and the renter/tenant will receive a copy.

The Unit Owner may request a hearing before the Board of Directors to appeal the violation. Notification of appeal to the Board of Directors must be made within ten (10) days of the issuance of Notice of Violation letter to allow the hearing to be placed on the agenda of the next regular Association Board meeting.

Second Notification: A second Notice of Violation letter is sent by the Property Manager to the Unit Owner if the first offense is not resolved in the timeline originally sent. Upon issuance of this second Notice of Violation, the violator shall be assessed a fine of \$100.00. This assessment is made against the Unit and is due within thirty (30) days.

Final Notification: Failure to pay the said fine within sixty (60) days will result in a lien being filed against the unit on the sixty-first day. The Unit Owner will be so notified. The lien will total the \$100.00 fine for non-compliance, with an additional \$25.00 for every thirty (30) days the violation has not been corrected plus any collection or court filing fees incurred by the Association. The Unit Owner's wages may be garnished.

Subsequent Offense for the same Violation: A Notice of Violation is sent by the Property Manager to the Unit Owner. Subsequent complaints pertaining to the same violation or similar violation of a previous complaint will result in increasing fines at the rate of \$150.00 per repeat violation to the Unit Owner. The Unit Owner must correct or cease the offense within ten (10) days of receipt of the Notice of Violation and pay the designated fine. An additional fine will occur at the rate of \$5.00 per day

..... for non-compliance beginning on the eleventh (11) day of receipt of the Notice of Violation.

Voting Privileges Suspended: In addition to other remedies available, any unit owner who consistently fails to abide by these Rules may have his/her right to vote suspended on matters affecting the Condominium. After consideration of the circumstances, the Board of Directors shall decide whether and on what terms the unit owner's right to vote shall be suspended and reinstated, and shall advise the unit owner of the same.

If the Notice of Violation is decidedly not issued, the complainant is so informed within seventy-two (72) hours of registering the complaint. The complainant may then appeal this decision to the Board of Directors.

Issuance of Notice of Violation, that includes the assessment of a fine, must be approved in writing by the Board of Directors and must be accompanied by a bill for said fine.

I have received and reviewed the rules, which was provided to me.

Signature

Unit Number

Date