

RULES AND REGULATIONS OF
FOX LANDING CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.
REV 9/13

Preface

The rules and regulations established by Fox Landing Condominium Homeowners' Association, Inc. (the "Association") are not designed or proposed to restrict or infringe on the rights of anyone. They are set forth to protect and insure the full enjoyment of Fox Landing Condominium by everyone. Cooperation by everyone is requested. Guests are subject to the same rules and regulations as Condominium Owners ("Owners"). These rules and regulations apply to the residential Condominium Units, the Dockominium Slips, and the /Garageominium Units, as the case may be.

Changing and Adding Rules and Regulations

Owners wishing to change or add a specific rule or regulation should make the request in writing to their respective building representative or a member of the Board of Directors for consideration. Rules and regulations may be added or changed in accordance with the procedures established in the By-laws of the Association.

Enforcement

Owners should first discuss infractions of rules and regulations with the resident Owner or other occupant involved, if at all possible. If this does not successfully resolve the problem then the Owner shall notify the Board of Directors in a writing signed by the Owner.

Upon a first violation of a rule or regulation, the offending resident will receive a letter from the Board of Directors. Upon a second infraction of a rule or regulation, the resident will be requested to appear and meet personally with the Board of Directors. If a satisfactory settlement cannot be reached, the Association may bring legal action and enforce these rules and regulations by obtaining equitable relief from the Winnebago County Circuit Court in the form of either affirmation or restrictive injunctions.

Rules and Regulations

1. Owners of recreational vehicles, boats, trailers, and other mobile or stationary devices too large for parking or storage in a garage should make arrangements for storage of these items off the condominium premises if they are to be kept for more than forty-eight (48) hours.
2. Automobiles and other motor vehicles shall be stored inside garages or off the Condominium property and not in driveways or in the street for any period in excess of twenty-four (24) hours. Garage doors shall be kept closed except when entering or leaving the Condominium property. Additionally, the doors to Garageominium Units shall at all times remain closed entrance or exit by the Owner. Nothing shall be stored either temporarily or permanently on the exterior of a Garageominium Unit. If you have special needs outside of these guidelines, please submit a written request for board approval. If you have guests visiting your home, they should not park in your driveway for more than two consecutive nights. If their stay is longer than two nights, then guests should park their vehicles in the overflow parking area near the Garageominiums after the first two nights.
3. No boats or other watercraft of any nature may be stored on Condominium property nor tied up to boat docking facilities, except within Dockominium Slips designated in this Condominium for boat docking and storage. Temporary boat docking and tie-ups shall be prohibited except in accordance with rules and regulations established therefore by the Association. Only one (1) boat or other watercraft of any nature may be stored in each Dockominium Slip. No boat or any portion thereof shall encroach upon or above any portion of the dock. Boats of guests may tie up temporarily to the dock for visitation purposes. No boat temporarily docked shall remain overnight.

- a. Only two boats or other watercraft of any nature may be stored in Dockominium Slip in line, however, no boats or watercraft may extend beyond a total of 32 feet.
 - b. Owner of a Dockominium Slip will be allowed to store one conventional deck box for storage of boating equipment on the dock during the boating season.
4. Unit Owners are allowed to keep and maintain pets, but such pets shall be kept indoors. Pets may be exercised outdoors, providing that they are at all times leashed, and the owner immediately cleans up all pet litter. Any pet declared to be either a public or private nuisance at the discretion of the Board of Directors shall be permanently removed from the Condominium. No pet houses, cages, kennels, or other pet enclosures of any nature shall be permitted anywhere on the Condominium property on the exterior of any Unit.
5. Noise from social gatherings such as music which may be heard by neighbors shall not continue beyond 10:00 p.m. Musical instruments, radios, tape players, record players and other music producing devices shall not be played at volumes such as to disturb other residents.
6. Outdoor camping and camp fires are not permitted.
Grilling –refer to attached handout from the Town of Menasha Fire Prevention Code Chapter 5.16 Burning.
7. The removal of natural vegetation, trees or wood from the Condominium property is prohibited.
8. Hunting, trapping, or the use of fire arms, including but not limited to hand guns, rifles, shotguns, BB guns, pellet guns, and sling shots and bows and arrows, are not permitted on the Condominium Property.
9. No nuisances or noxious activities shall be allowed on the Condominium property, nor shall any use or practice be allowed which is immoral or improper or offensive in the opinion of the Board of Directors or is in violation of the By-laws or rules and regulations of the Association, or which is an unreasonable annoyance or interferes with the peaceful possession or proper use of the Condominium by other Owners or occupants, including the creation of excessive smoke or odors resulting from barbequing, the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable or requires any alteration of or addition to any Common Elements.
10. Lower level walks, patios and exterior portions of Units and Limited Common Elements, and all visible portions of Garageominium Units and Dockominium Slips shall be maintained in a neat and orderly condition. The placement or accumulation of any unsightly materials is prohibited.
11. Routine complaints and suggestions about maintenance items of Buildings, grounds and other Common Elements are to be reported to the Owners building representative or a member of the Board of Directors. The Board of Directors is responsible for reporting these items to the Pfefferle Management Company. Emergencies involving Common Elements should be reported immediately to Pfefferle Management at (920) 730-4284.
12. Every Owner must maintain the Limited Common Elements appurtenant to his Unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces (limit 3), shall be placed thereon without prior written consent of the Board of Directors. Every Owner shall have the right to decorate the Limited Common Elements

Appurtenant to his Unit in a nonstructural manner, provided that decorations that are visible to other Units or to the public shall have the prior written approval of the Board of Directors. The maintenance of gardens or plantings made in Limited Common Elements of a condominium is the responsibility of that particular Owner. Plantings are restricted to small shrubbery and flowers within the Limited Common Elements. Any landscaping projects, plantings or alternations of the Common Elements other than Limited Common Elements must be brought to the Board of Directors for approval.

13. Other authorized or restricted uses of the Condominium property includes the following:
 - a. No sign of any kind shall be displayed to the public view on or from any Unit, Garageominium Unit, Dockominium Slip, Common Elements or the Limited Common Elements, without the prior consent of the Board of Directors.
 - b. An Owner may lease his Unit, Garageominium Unit, and Dockominium Slip collectively for periods of not less than one (1) year, and any such leases shall be subject to any further rules and regulations as are promulgated by the Board of Directors. Any person occupying a Unit with the authority of an Owner shall comply with all other restrictions, covenants and conditions imposed upon Owners. No rooms in any unit may be rented; and no transient tenants may be accommodated. Any Unit Owner, other than the Association, intending to lease a Unit shall notify the Association of the tenant or tenants' names and residence, telephone number and business location and business phone and shall provide the Association with a COPY of the lease and the Owner's address for receipt of notices.
 - c. No Owner shall cause or permit the Common Elements to be so used as to deny other Owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Entries, exits, walks and drives shall be kept clear and orderly and free of bicycles, baby carriages, placards and displays, tricycles, scooters, toys, wagons, grills, pools and like objects. Junk, inoperative or unlicensed vehicles shall not be permitted anywhere on the Condominium property, nor shall vehicles licensed as trailers, boats, vans, campers, camping trucks, house trailers, motorcycles, snowmobiles or similar items be stored, parked or placed upon the Condominium property other than in designated areas, if any, as established by the Association. Bicycles should be placed only in those areas designated by the Association.
 - d. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited.
 - e. No free-standing antenna for television or aerials for radios shall be erected on any roof or any other portion of the Condominium property except with permission from the Board of Directors. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those approved by the Board of Directors shall be placed or maintained in any portion of the Condominium property.
 - f. No Owner or occupant shall commit or permit any violation of the policies of insurance taken out by or on behalf of the Association, nor do or permit anything to be done, nor keep or permit anything to be kept, nor permit any condition to exist which might (1) result in termination of any such policies, (2) adversely affect the right of recovery thereunder, (3) result in reputable insurance companies refusing to provide insurance as required or permitted, or (4) result in an increase in the insurance premium unless, in the case of such increase, the Owner responsible for such increase shall pay these increases.

- g. No unlawful use may be made of the Condominium property or any part thereof, and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "legal Requirements") shall be strictly complied with. Compliance with any Legal Requirements shall be accomplished by and be at the sole expense of the Owner or Owners or the Board of Directors, as the case may be, whichever shall have the obligation under the Declaration or the Bylaws to maintain and repair. The Owner shall give prompt notice to the Board of Directors of any written notice he receives of the violation of any Legal Requirements affecting his Unit or the Condominium property.
 - h. Despite the foregoing provisions any Owner may, at his own expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Condominium property which such Owner is obligated to maintain and repair; and the Board of Directors shall cooperate with such Owner in such proceedings, provided that:
 - (i) Such Owner shall pay and defend, save harmless, and indemnify the Board of Directors, the Association and such other Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred; and,
 - (ii) Such Owner shall keep the Board of Directors advised as to the status of such proceedings.
 - (iii) Such Owner need not comply with any Legal Requirements so long as he shall be contesting the validity or applicability thereof, provided that (i) non compliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and (ii) no part of the Building of which the Unit involved is a part shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest.
 - (iv) The Board of Directors may also contest any Legal Requirements without being subject to the conditions as to contest set forth in paragraphs (i) and ii) above and may also defer compliance with any Legal Requirements, but only subject to the conditions of compliance set forth in paragraph (iii) above. The costs and expenses of any contest by the Board of Directors shall be a common expense.
14. In coordination with the provisions of Section 9.4 of the By-laws, from time to time in the past, and anticipated to continue in the future, are requests of Unit Owners to make alternations or additions to either Common Elements or to their respective Limited Common Elements. The Board of Directors has documented such events and is charged with responsibility for continuing to document any such future events. Attached to these Rules and Regulations as Exhibit A and incorporated by reference herein is the resulting document entitled Unit Owner Responsibility for Alterations and Additions Listing.