

**RULES AND REGULATIONS  
OF  
THE LAKE SHORE PRESERVATION ASSOCIATION, INC.**

The following rules and regulations (“Rules and Regulations”) are adopted by **THE LAKE SHORE PRESERVATION ASSOCIATION, INC.**, a Wisconsin non-stock corporation (the “Association”) for the purpose of assuring that the Association is operated in an efficient, fair and orderly manner. The Rules and Regulations are determined by the Members. Together with the Association’s Declaration of Covenants and Bylaws, these Rules and Regulations are intended to protect the value and desirability of the Development - its Lots, condominiums, and Common Areas.

**ARTICLE 1 - GENERAL**

Section 1.1 Applicability. These Rules and Regulations shall apply to and shall be complied with by all Owners, occupants, residents of Lots, and their guests, families, and tenants.

Section 1.2 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Association, as the same may be amended from time to time (the “Declaration”).

**ARTICLE 2 - GENERAL USE RESTRICTIONS**

Section 2.1 Lot restrictions. As provided in the Declaration, all Lots shall be used for single family residence purposes only and shall not be further subdivided.

Section 2.1 Use Restrictions. No commercial or business activities shall be permitted upon any Lot or Common Area. Business activities that do not disturb the residential nature of the Association may be permitted with written approval by the Board of Directors of the Association (the “Board”).

**ARTICLE 3 - APPEARANCE**

Section 3.1 Maintenance of Structures on Lot.

3.1 (a) All Owners shall promptly perform or shall have promptly performed all maintenance and repair work on structures on their Lot, or their Lot(s) itself, that would adversely affect any portion of the Development. Each Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.1 (b) Any building material, material or equipment not being used immediately should be stored in a garage or shed.

Section 3.2 Maintenance of Common Areas. Owners shall be prohibited from discarding any materials into the Common Areas. Common Areas shall not be obstructed, littered, defaced, or misused in any manner.

Section 3.3 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. Trash, rubbish, garbage, refuse, and recycling materials shall not be visible outside any residence or structure on any Lot except on the day of pick-up.

Section 3.4 Signs. No advertising signs, except one "For Rent" or "For Sale" sign not to exceed six square feet, shall be placed or permitted to remain on any Lot. Such signs may be placed only on the front yard or near the entrance of a residence. Election or referendum signs (one per candidate or issue) not to exceed six square feet may be placed on the front yard or near the entrance of a Member's residence on the first day for circulation of nomination papers or the first day on which the questions to be voted upon are submitted to the electorate. These signs shall be removed within seven days after the day of election or vote on a referendum. No sign may be electrical, mechanical, or have an audio auxiliary. In no case may signs be placed anywhere else but as described above. The Association reserves the right to erect signs or other guiding features on Common Areas.

#### **ARTICLE 4 - PARKING RESTRICTIONS**

No motor vehicle, commercial vehicle, boating vessel, recreational vehicle (RV), or trailer may be stored or parked on any portion of any Common Area; and if stored or parked on a Lot the same must be kept in an enclosed garage or on a prepared surface. Vehicles, boats, RVs and trailers shall not be parked on the roads or grass as a matter of course.

#### **ARTICLE 5 - PETS**

Section 5.1 Ordinary Household Pets. Ordinary household pets, defined as dogs, cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small turtles and tortoises, domesticated rabbits, mice, and creatures normally maintained in a terrarium or aquarium, are permitted.

Section 5.2 Unusual Household Pets. Unusual household pets, which shall include, but not be limited to reptiles, anthropoids, felines other than domesticated cats, canines other than domesticated dogs, rodents, mammals, birds, and other creatures not listed in Subsection 5.1 above or not maintained in a terrarium or aquarium, are prohibited.

Section 5.3 Pet Control. Pets must be carried or leashed while in the Common Areas. No pet may be leashed to any stationary object on the Common Areas and left unattended. At all times pets must be under control per Township Ordinance. Pet Owners shall immediately remove and properly dispose of pet waste deposited in Common Areas and private property owned by others. The number of pets allowed will be governed by current Township Ordinance.

#### **ARTICLE 6 – PROPERTY DAMAGE; NUISANCES**

Section 6.1 Damage to Common Areas. If the Common Areas, or any portion thereof, is damaged or destroyed by an Owner or any of the Owner's guests, tenants, licensees, agents, or members of the Owner's family, such Owner shall promptly contact the Board. The Board will arrange for repair of the damaged area. The cost of such repairs may be the responsibility of the Owner, at the discretion of the Board.

Section 6.2 Storage. The Association shall not be liable for any loss or damage to property

placed on any Lot or Common Area. No materials prohibited by law or local ordinance may be stored in any of these areas.

Section 6.3 Nuisances. No offensive or unlawful activity shall occur in the Development. All Owners at their own expense shall comply with all applicable municipal, state, and federal laws applicable to their Lot or the Development.

Section 6.4 Fireworks. Fireworks are prohibited except as allowed by current Township Ordinance.

Section 6.5 Recycling. **Members are encouraged to recycle and use township collection sites instead of burning where possible.**

Section 6.6 Burning. Any outdoor container used for repeated burning of authorized materials shall be of non-combustible construction. It shall be equipped with a mesh - or similar cover - with openings of a maximum 0.25-inch in any direction. It shall be located a safe distance away from any habitable structure, and shall not produce irritating or noxious smoke or fumes. Written permits are required per municipal regulations. Authorized materials for burning are limited to the following: Dried or dead natural plants, trees, crops, ground cover, or cuttings of the same; unpainted, unsealed, untreated lumber; clean, dry paper and paper products; and dry, uncoated natural fabrics. Open burning of all other materials, products, and substances is prohibited unless a written permit is obtained from the appropriate governing agency(ies).

Section 6.7 Noise. No Lot or Lot structure shall be used or occupied in any manner which produces noise to such a degree that disturbs the enjoyment of another Lot or Common Area. It is the responsibility of each Member to recognize and limit noise from parties and other entertainment, the operation of power operated devices, such as lawn mowers, chain saws and hedge trimmers; and music. All Members should consider the day of week, the time of day, and the frequency of noise problems when judging disturbances.

Section 6.8 Campfires. Members must follow all township rules. Additionally, good judgment and special care is expected from Members with regard to the size, location and duration of campfires. A responsible party should be tending a campfire at all times.

Section 6.9 Tree Pruning and Removal. Falling limbs or a falling tree can injure people and property. Owners are responsible to prune dangerous branches and to remove dying and dead trees that can fall and cause damage or land on a neighbor's property or on Common Area.

## **ARTICLE 7 – USE OF COMMON AREAS**

Section 7.1 General. All Common Areas are intended for the use of Members, their families, tenants, and guests. Members may use the Common Areas for private gatherings provided the Member is present at the event. The Board must be notified if the gathering is expected to exceed 30 participants. Members are responsible for ensuring every family member, tenant, and guest complies with all Rules and Regulations.

Section 7.2 Docks, Slips and Swim Area. Boat slips are available for rent. One slip is available for occasional, daily use by any Member on a first-come-first-serve basis. No boat may be left in this slip overnight. Slips are made available to rent each spring. Existing slip renters are given priority. A waiting list is maintained. If a slip becomes available, those on the waiting list are given an opportunity to rent in order of their place on the list. If a slip is declined, that Member's name is moved to the bottom of the list.

Slip renters may not give or loan their slip to another person. Slip renters must provide proof that their boat is insured. Renters are responsible for damage to another's property caused by the renter(s) or the renters' property. The Association is not responsible for vandalism done to slip renters' property. Lifts or adequate lift equivalents (Sea Legs, for example) are required and are the private property of the Member. Installation and timely removal of lifts is the responsibility of the Member.

#### **ARTICLE 8 - SOCIAL MEDIA**

The Association's use of social media shall be conducted in harmony with these Rules and Regulations.

#### **ARTICLE 9 - AMENDMENTS**

These Rules and Regulations may be amended at any time as provided in the Bylaws. If an amendment is made to these Rules and Regulations, the Association shall distribute the revised Rules and Regulations to each Owner promptly after amendment and place a copy in the records of the Association.

#### **ARTICLE 10 – FINES**

In addition to all other remedies available to the Association or to other Owners under the Declaration, the Bylaws, or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period as determined by the Board, to impose against any Owner in violation of the Declaration, the Bylaws, or these Rules and Regulations, a \$100.00 fine for each violation cited. Fines are to be paid in accordance with the notice of violation. Unpaid fines will continue to accrue in the amount of \$50.00 per month per violation up to a cumulative total of \$1,000.00. If such fine (Special Assessment) remains unpaid, the Board shall have the authority to file a lien against the Lot, as the same is more specifically provided in the Declaration.

Adopted: \_\_\_\_\_, 2016