

Trackside Townhomes Rules and Regulations

Welcome to Trackside Townhomes! Wisconsin's premiere car community, just across Highway 67 from Road America and a short drive from Elkhart Lake and Kohler.

These Rules and Regulations are your rules and regulations and are intended to help all Unit Owners manage their shared interests. It is generally the responsibility of the Association to manage the Common Elements of the condominium and not to be involved in the management and maintenance of individual Units except to the extent that it affects other Unit Owners.

As a Unit Owner, you can all improve your ownership experience by bringing to it an attitude of mutual interest and cooperation. It is not the role of the Association to manage the relationships of neighbors. Try to approach your neighbors as you would in a single-family neighborhood working out differences in a friendly and understanding manner.

Article I – Use of Unit

Section 1.1. No Unit Owner shall occupy or use his Unit, or permit his Unit to be occupied or used, for any purpose other than private residence (See Declaration Section 8.03).

Section 1.2. Any use that obstructs in any way the use of the Common Elements or another Unit is prohibited.

Section 1.3. No noxious or offensive activity shall be conducted in any Unit or in the Common Elements, or shall anything be done therein which may be or become an annoyance or nuisance to others. The definition of said "noxious" or "offensive" activity to be determined by the Association.

Section 1.4. No Unit Owner, their family members, agents, lessees or guests shall commit any form of waste on the Common Elements.

Section 1.5. No Unit may be used for any improper, immoral, unlawful or objectionable purpose, nor shall any Unit Owner do anything to injure the reputation of the Condominium. The definition of said "improper, immoral, unlawful or objectionable purpose" to be determined by the Association.

Section 1.6. No unreasonable or unsightly accumulation of waste, litter or any form of trash is permitted in the area. If a special garbage pick-up is needed, contact the

Section 1.7. No patios, balconies or decks shall be used for storage of personal property including but not limited to motorcycles, bicycles, baby carriages, toys, sporting goods or similar items. Personal property shall not be permitted to accumulate in an unsightly or unsafe fashion on lawn areas. Seasonal patio furniture is allowed on patios and decks.

Section 1.8. No patios, balconies or decks shall be used for shaking or drying laundry, towels, carpets, rugs or clothing.

Section 1.9. Furniture, potted plants, door wreaths, flags, seasonal decorative lights and other decorations that do not detract from the visual attractiveness of the Condominium may be placed on your Unit, patio, balcony or deck for the length of the applicable "season". Note, permanent changes to the Unit Exterior or Landscaping needs prior written approval by the Association (see Article V).

Section 1.10. Fuel storage within Unit should be no more than ten (10) gallons and within an appropriate container for such use.

Article II – Parking.

Section 2.1. No Unit Owner, any of their family members, agents, lessees or guests may park any vehicle or personal property on the Association's common elements, unless prior approval granted by the Association.

Section 2.2. No Unit Owner, any of their family members, agents, lessees or guests may park disabled vehicles or derelict vehicles in designated parking spots or driveways.

Section 2.3. Parking of Recreational Vehicles and Race Trailers is allowed in Unit Owner's designated parking spot(s) for regular overnight parking.

Section 2.4. Parking of Personal Property, including but not limited to boats, boat trailers, jet skis and golf carts is allowed in designated parking for up to 72 hours.

Section 2.5. Parking of Recreational Vehicle, Race Trailer or any personal property overnight on the Unit Owner's driveway is only permitted with prior written approval by the Association.

Section 2.6. No Unit Owner, any of their family members, agents, lessees or guests may use the designated parking or driveway for overnight parking for the purpose of repairing or restoring any motor vehicle.

Section 2.7. To Facilitate required maintenance and snow plowing of driveways and parking areas, all vehicles shall be parked in designated outdoor spots, if applicable. Persons who routinely park outdoors may be asked to move their vehicles temporarily for snowplowing or designated parking spot, driveway or road maintenance.

Section 2.8. Any personal property that is stored, parked, located in, or on, any parking area in violation of these Rules and Regulations may be towed, removed and stored at the owner's expense. If the owner of any such property is also a Unit Owner, the expenses of such towing, removal and storage shall be specially assessed to such Unit Owner and will become a lien on such Unit Owner's Unit.

Section 2.9. The Association assumes no responsibility for damage, loss or theft of any vehicle or trailer parked anywhere in the Condominium, or for damage caused by the towing, removing or storing of any property pursuant to the rules and regulations.

Section 2.10. Every Unit Owner and their family members, agents, lessees, or guests shall travel at reasonably safe speeds when operating a vehicle on the Property and shall obey all traffic and safety rules and regulations.

Article III – Leasing

Section 3.1. A Unit Owner may lease their Unit.

Section 3.2. A Unit Owner may use a third-party leasing agent, including but not limited to Airbnb, VRBO and Luxury Motor Coach Rentals, with pre-approval from the Association's Board.

Section 3.3. A Unit Owner who leases their Unit must submit a completed Trackside Townhomes Lease Notification Form to the Association within five (5) business days before the lease begins.

Section 3.4. The lease does not permit subletting of the Unit by the Owner's Tenant.

Section 3.5. A Unit Owner who leases their Unit shall remain primarily liable for the payment of an Assessment or any other amount due under any Condominium Document and the Association shall pursue the Unit Owner for any unpaid Assessment or any other payment due the Association.

Section 3.6. The rights and obligations of any tenant of any Unit shall be subject to the covenants, conditions and restrictions set forth in the Condominium Documents. Both the tenant and Unit Owner shall be liable to the Association for tenant violations of the Condominium Documents and/or damage to Common Areas caused by the tenant, whether or not the Unit Owner has actual knowledge of the tenant's conduct.

Section 3.7. Unit Owner shall provide their tenant with a copy of all the Condominium Documents, including but not limited to, a copy of the Rules and Regulations. The Unit Owner confirms they have provided the documents when they sign and submit The Trackside Townhomes Lease Notification Form to the Association's Board.

Article IV – Animals

Section 4.1. Pets shall be limited to dogs, cats, birds and fish, unless prior written approval is obtained from the Association's Board.

Section 4.2. Pets shall be allowed, provided the owners of pets take all reasonable actions to prevent their pets from being a nuisance, annoyance or danger to any of the Unit Owners.

Section 4.3. All pet waste shall be picked up and immediately disposed of by the person in control of the pet in such person's waste container.

Section 4.4. All pets shall be leashed and within immediate control of a person when outside of a Unit.

Section 4.5. No Unit Owner shall keep more than two (2) pets total, unless they receive Board of Director's approval. No Rottweilers, Pit Bulls, Doberman Pinschers, Akitas, Wolf hybrids, Chow Chows or Perro de Presa Canarios (Canary Dog), or other breeds which increase the insurance premium for the Association, or are deemed by the Board of Directors to be dangerous, are allowed. Fish environments must not exceed a total of 50-gallon tanks.

Section 4.6. Each pet must be licensed by the appropriate municipal authority, if required under applicable ordinances.

Section 4.7. Upon written determination by the Board of Directors that an animal has been found to be a nuisance, the owner of the animal shall remove the animal from the Condominium within the period determined by the Board. The Board shall have the right to determine what constitutes an unreasonable nuisance.

Article V – Exterior Modification to Building and Landscaping

Section 5.1. A Unit Owner must request approval from the Board of Directors to make modification to the exterior of their Building (Townhome), Patio, Deck, Balcony or Landscaping. If the Unit Owner wants to make changes, improvements or modifications, they must submit the request in writing and submit plans, if applicable, for review and approval. Examples of alterations that would require approval are:

- A) The installation of all awnings, canopies, gutters, enclosures, doors or windows;
- B) The installation of any television or radio antennas, or satellite dishes, or any device used for reception of radio waves or similar data transmission;
- C) The installation of any signs, "For Sale" signs, displays, posters or advertising material of any kind, which are visible to the public. (This rule shall not apply to any sign or advertising material erected or installed by the Declarant.)
- D) Any in ground plantings, hardscaping or landscaping.

The Board of Directors shall have twenty (20) business days from the receipt of the plans, specifications or other documentation to approve or disapprove the planned improvement. If applicable, all reasonable expenses incurred by the Board of Directors, including but not limited to, the retaining of consulting engineers, architects and

designers, shall be paid by the Unit Owner who is requesting the evaluation of the planned improvement.

Section 5.2. Pursuant to Declaration Section 7.04(a) and for clarification, the Association shall not be responsible for the maintenance, repair or replacement of any landscaping on the Limited Common Elements and Common Elements that was a modification by a Unit Owner. The maintenance, repair or replacement of the existing Limited Common Elements and Common Elements are the responsibility of the Association.

Section 5.3. Construction activities will be limited to the hours of 8:00am to 6:00pm Monday through Friday and 10:00am to 4:00pm on Saturday. No construction activities are permitted on Sunday. This provision does not apply to Declarant's construction activities so long as Declarant owns any Units in the condominium.

Article VI – Insurance Rates and Compliance with Law

Section 6.1. No Unit Owner, nor their family members, agents, lessees or guests shall do or act in any manner in any Unit or in the Common Elements which will cause an increase in the rate of insurance on the Common Elements.

Section 6.2. Unit Owners shall strictly comply with all municipal, state and federal fire codes including, but not limited to, those dealing with the placement and use of barbeque grills and similar cooking devices and those dealing with portable fire pits.

Section 6.3. No Unit Owner shall permit anything to be done or kept in their Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law or ordinance.

Article VII – Enforcement and Management of Rules and Regulations

Section 7.1. All questions or concerns related to the Rules and Regulations should be submitted to the Board of Directors in writing.

Section 7.2. Unit Owners are not to have direct contact with any third-party hired by the Association to manage the Common Elements of the Condominium. Direct contact could add additional expense to the Association. If there are concerns about the Common Element maintenance, communicate in writing the concern to the Board of Directors.

Section 7.3. Dispute Resolution. The Association is willing to help Unit Owners find solutions to disputes. However, the Association is not a law enforcement agency nor a court. Unit Owners should comply with the following procedures when violations of the rules and regulations are noticed:

- A) When a neighbor acts in an offensive or unreasonable manner, try to approach the neighbor with your concerns.
- B) If a neighbor is disturbing the peace, please call the local police for an emergency.
- C) If an animal is causing a problem and you cannot or are unwilling to contact the Unit Owner directly, please call the local police or animal control authorities.
- D) If a violation is not resolved by a Unit Owner's independent efforts, report the violation to the Association. Reports must be filed in writing with the President of the Association or such other person as the President shall designate. A report must include:
 - a. The name and address of the party involved in the violation;
 - b. The date and time of the violation;
 - c. A specific description of the violation, preferably a picture or video that time and date stamped;
 - d. The name of a contact person who can provide additional information to the Association if necessary.

The Association is under no obligation to act upon a report if the above procedures are not followed.

Section 7.4. Procedure for Enforcement. The Association may enforce these Rules and Regulations as it deems necessary and appropriate pursuant to Section 6.01 of the By-Laws. Enforcement may include recourse to the police, a lawsuit, if necessary, and fines of not less than \$25.00 per day per violation, nor more than \$500.00 per day per violation. The maximum amount in fines shall be _____. Fines, if levied pursuant to the By-Laws, may become a lien on the Unit to which it relates.

- A) Except in the case of an emergency, the Board of Directors shall provide written notice to a Unit Owner violating the Rules and Regulations that includes the nature of the rule violation the fine to be levied if the violation is not timely corrected, and the deadline for the correction of the violation.
- B) If the violation is not corrected within the period provided in the initial notice, the Board shall so advise the Unit Owner that the fine is being levied.
- C) Any Unit Owner who receives notice of a fine may appeal the fine to the Board of Directors. To appeal, the Unit Owner must file a written notice of appeal with the Association's President. The Board has 30 days to make a decision related to the appeal. The Board's decision is final.
- D) The offending Unit Owner will pay any costs incurred by the Association to enforce rules, including attorney fees.

Annual Budget
Trackside Townhomes

Anticipated Common Expenses and Amount Allocated to Reserve Account

| | | |
|-----------------------------------|-----|--------------|
| Lawn and Grounds Care | | \$ 2,000.00 |
| Snow Plowing & chemical treatment | | \$ 2,500.00 |
| Trash Collection | N/A | |
| Common Area Electric | N/A | |
| Common Area Gas | N/A | |
| Water & Sewer | | \$ 500.00 |
| Maintenance & Repair | | \$ 2,000.00 |
| Legal | | \$ 600.00 |
| Accounting | | \$ 600.00 |
| Insurance | | \$ 4,500.00 |
| Reserve | | \$ 3,500.00 |
| Total | | \$ 16,200.00 |
| | | |
| Total per unit (23) | | \$ 150.00 |