

RULES AND REGULATIONS OF THE ASSOCIATION

The Following Rules and Regulations are adopted by Waubesa Shores Condominium Association, Inc. (Association) for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

ARTICLE I

GENERAL

1.01 Applicability to All Unit Owners. All Rules and Regulations shall apply to and shall be complied with by all Unit Owners, their Guests and Invitees.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Waubesa Shores Condominiums (Declaration).

1.03 Keys and Locks. The Association shall have the right to retain a key or access card to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Board. If such consent is given, the Unit Owner shall provide the Board with a key for use by the Association pursuant to its rights to access the Units.

This is in compliance with ARTICLE XIV, SECURITY PLAN, Section 14.02.

1.04 Fobs. The Association shall have the right to limit the number of fobs assigned to each Unit Owner to four. Two fobs will be presented to Unit Owners at the time of closing. APEX Property Management, Inc. (APEX) will manage all fobs, record keeping and collection of fees. Additional fobs may be requested by Unit Owners at a cost of \$85. Lost fobs must be reported to APEX immediately so they can be removed from the security system. Replacement fobs will be issued at a cost of \$85 per fob. Malfunctioning fobs are to be reported to APEX. Replacement of malfunctioning fobs will be issued at a cost of \$25. To request an additional fob, call APEX at 608.255.3753.

This is in compliance with ARTICLE XIV, SECURITY PLAN, Section 14.01.

1.05 Garage Door Openers. The Association shall have the right to limit the number of openers assigned to each Unit Owner to one per deeded parking space. Openers will be presented to Unit Owners at the time of closing. Replacement openers will be issued at actual replacement cost. Malfunctioning openers are to be reported to APEX. Replacement of malfunctioning openers will be issued at actual replacement cost paid by the Association.

This is in compliance with ARTICLE XIV, SECURITY PLAN, Section 14.04.

1.06 Winter Heating. Whether occupied or vacant, all Residential Units and Commercial Units shall be heated to at least 60° Fahrenheit during the winter months.

1.07 Summer Cooling. Whether occupied or vacant, all Residential Units and Commercial Units shall be cooled to at least 78° Fahrenheit during the summer months.

ARTICLE II

APPEARANCE

2.01 Signs. No sign of any kind shall be displayed on or in any Residential Unit which is visible to the public from outside of such Residential Unit other than those signs expressly permitted under the Act. The Association and Declarant reserve the right to erect signs, gates, or other entryway features at all entrances to the Condominium and to erect appropriate signs for the sale of Units.

2.02 Window Coverings. Residential Unit Owners shall have 30 days to install appropriate window coverings. Interior window coverings visible from the Unit's exterior shall be in good condition and not detract from the appearance of the Building. Blinds that are bent, broken, or otherwise in poor condition, reflective foil window coverings, and cracked, wrinkled, or poorly installed window films are not permitted. No sheets shall be used for window coverings.

2.03 Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.04 Antennas. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Association.

2.05 Trash. All trash is to be enclosed in a tied, plastic garbage sack or in a closed cardboard box and be placed completely within the trash dumpster. No loose trash is to be placed in the dumpster. All recyclable material is to be enclosed in a tied, clear plastic garbage sack and be placed completely within the recycle dumpster.

2.06 Limited Common Elements. All balconies which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for patio and deck furniture, and a natural gas grill.

2.07 Condominium Balcony Fans. All condominium Balcony fans must be consistent with existing Oil Rubbed Bronze MinkaAire models. A spec sheet for this model fan is available in the WSC Notebook in the Exercise Room. O&M Manuals and Warranties notebooks are given to Owners at time of closing.

ARTICLE III

USE RESTRICTIONS

3.01 Animals. Only dogs, cats and fish are permitted in any Residential Unit. No other animals are permitted. No Rottweilers or Pit Bulls shall be allowed anywhere within the Condominium at any time. The maximum number of dogs and cats per Residential Unit shall be as follows: (i) two cats and no dogs; (ii) one cat and one dog; or (iii) no cats and one dog. There is no limit on the number of fish. Animals shall be carried or kept on a leash at all times when not in a Unit. All animals shall not unreasonably disturb other Unit Owners and shall not be left unattended in any portion of the Common Elements. Unit Owners are responsible for the immediate cleanup of their animals regardless of the circumstances. Animals shall not at any time be left tied or chained in front of or on the patio, balcony, or anywhere in the Common Area.

3.02 Damage to Common Elements. Damages to the Common Elements caused by a Unit Owner or Guest shall be the responsibility of the Unit Owner.

3.03 Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04 Maintenance of Common Elements. Unit owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements.

3.05 Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage. Unit Owners who are concerned about a possible violation of lawful activity in the Condominium are encouraged to contact the McFarland Police Department.

3.06 Storage. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

3.07 Storage Units. Storage Units shall be used solely for storage and shall not be used for the storage of any perishable items or other food stuffs other than canned items. Nothing contained in a Storage Unit shall create any type of nuisance, noise, or odor, and no dangerous, hazardous or flammable materials shall be stored or kept in a Storage Unit.

3.08 Salting. Unit Owners are hereby prohibited from using salt on the access walks or driveways of the Condominium and shall be liable for the costs of repairing all damage caused by the use of salt.

3.09 Landscaping. Unit owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium bounds without the prior written approval of the Board.

3.10 Balconies. Balconies shall not be used for storage of trash cans, toys, bicycles, boxes, etc. Only patio furniture and a natural gas grill are allowed. Each Balcony has a natural gas line, and the natural gas line shall be the only fuel source used for grills on any Balcony; no charcoal grills are permitted to be used on any Balcony. Propane grills will require conversion to natural gas. Clothes, bedding, laundry or the like shall not be hung, aired, or dried from windows or on Balconies. Outdoor clotheslines shall not be used at any time. No planter boxes are allowed.

3.11 Rental. Residential Units may be leased or rented by the Unit Owner for no less than sixty (60) days nor longer than two (2) years, provided the Unit Owner and the Tenant comply with all the terms and conditions of Section 6.5 of the Declaration.

ARTICLE IV

PARKING UNITS AND VEHICLE RESTRICTIONS

4.01 Obstructions. Parking in a manner that blocks sidewalks, driveways, or another Parking Unit is prohibited. If any vehicle owned or operated by a Unit Owner or Guest shall be illegally parked or abandoned on Condominium property, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and all rights in connection therewith that the Unit Owner or driver may have under the provisions of the state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

4.02 Parking. Unit Owners shall not be permitted to park their vehicle(s) in any space other than their Parking Unit. Unit Owners shall not park, nor shall they permit their Guest to park upon or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Unit Owners shall not leave their vehicles idling in the underground parking. Unit Owners are encouraged to contact the McFarland Police Department to have an illegally parked vehicle removed from their parking space.

4.03 Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to trailers, campers or other conveyances, shall be prohibited. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. The Association shall reserve the right to allow the parking of boats less than 17' in length on a temporary basis. The Unit Owners must petition the Board for such temporary exemptions. No exemption shall exceed 30 days.

4.04 Bikes/Recreational Equipment. Unit owners shall keep bikes and other recreational equipment in their Storage Units or the parametrical boundaries of their deeded parking spaces. Bikes/Recreational Equipment shall not be stored in the Common Elements except for the Bike Parking Areas.

4.05 Inoperable Vehicles. All vehicles must be capable of immediate movement under their own power. Vehicles not currently licensed or with expired state stickers are considered inoperable as are vehicles that have one or more flat tires. Inoperable vehicles may be towed at Unit Owner's expense.

4.06 Speed Limits and Rules of the Road. Maximum speed limit is 5 miles per hour. All stop signs and other rules of the road must be observed at all times.

4.07 Damages. Repairs required as a result of damage to cement or asphalt caused by gas, oil, transmission, and other leaks will be the Unit Owner's expense.

ARTICLE V

NOISE AND NUISANCES

5.01 Offensive Activities. No noxious or offensive activity shall be conducted in any Unit or in the Common Elements, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. Unit Owners shall not use or permit the use of their premises in any manner that would be disturbing or be a nuisance to other Unit Owners, or in such way as to be injurious to the reputation of the Condominium.

5.02 Noise. All Unit Owners shall keep the volume of any radio, television, or musical instrument in their Unit sufficiently reduced at all times so as to not disturb other Unit Owners.

ARTICLE VI

USE OF COMMON ELEMENTS

6.01 Decoration. No Common Element shall be decorated or furnished by any Unit Owner in any manner without the prior consent of the Board.

6.02 Use of Common Area. There shall be no obstruction of the Common Areas nor shall anything be stored in, on, under or above the Common Areas without the prior written consent of the Board.

6.03 Canvassing. Soliciting and distribution of pamphlets, handbills or any other written material and peddling in the Condominium are prohibited and Unit Owners shall cooperate to prevent the same.

6.04 Damage to Common Elements. Damages to the Common Elements caused by Unit Owners or their Guests shall be the responsibility of the Unit Owner.

6.05 Utilities in Storage Units. Because certain Common Elements—including, for example, electrical, communications, fire protection, plumbing, and similar lines, facilities, and services—exist within and run throughout many or most of the Storage Units, and because the Association has the duty to maintain, repair, and replace the Common Elements under Section 4.4 of the Declaration for the good of all members, the Association therefore reserves the right to enter any Storage Unit as reasonably necessary to perform its duties under Section 4.4 of the Declaration. The Association will exercise reasonable efforts to give owners of Storage Units advance notice of any work that needs to

be performed on Common Elements within a Storage Unit, but no notice need be given in the event of an emergency. If the owner of a Storage Unit cannot be reached before the work is to be performed despite those reasonable efforts, then the Association may cut the lock to the Storage Unit and the Association will replace the lock. If necessary to perform its duties under Section 4.4 of the Declaration, the Association may cause any personal property located in a Storage Unit to be moved in order to perform the necessary work; the Association will use reasonable care in moving such property. Under no circumstances will the Association be liable for any damage to personal property located in Storage Units occasioned by the performance of the Association's duties under Section 4.4 of the Declaration, all of which is being stored at the sole risk of the owner of the Storage Unit. All owners of Storage Units are advised to carry property damage insurance on their personal property.

ARTICLE VII

POOL

7.01 Hours. Pool hours are from 6:00 am to 8:00 am for adult-only lap swimming and from 8:00 am to 10:00 pm for Residential Unit Owners and their Guests only. The hours between 8:00 pm and 10:00 pm will be Quiet Hours and be reserved for Adults (at least 18 years of age). Quiet Hours prohibit the use of phones, CD players, wireless speakers and other such devices. Please be considerate of Unit Owners by using your "indoor voice" while in the Pool area. When entering or leaving the pool area during Lap Swim and Adult Quiet Hours, Unit Owners and Guests are encouraged to close the pool gate gently and quietly. Children under 12 years of age must be accompanied by an adult at all times.

7.02 Swim at Own Risk. All swimmers swim at their own risk. **THERE IS NO LIFEGUARD ON DUTY.**

7.03 Use of devices. Radios, flotation devices, and other pool toys shall be used in manner as to not disturb others. The Association is not responsible for any loss or damage of personal property of any kind.

7.04 Food and Drink. No food or glass of any kind will be permitted in the Pool. Smoking and use of tobacco are not permitted in the Pool area.

7.05 Pets. Pets are not permitted in the Pool area.

7.06 Personal items. Unattended personal items will be removed from chairs.

7.07 Other Rules Additional rules governing the use of the Pool shall be posted near the Pool and may be amended at any time by the Board.

ARTICLE VIII

EXERCISE ROOM

8.01 Hours. The Exercise Room is open 24 hours a day, with Quiet Hours from 10:00 pm to 5:00 am. Quiet hours prohibit the use of phones, CD players, wireless speakers and other such devices.

The Exercise Room is for Residential Unit Owners and their Guests only. Children under 12 years of age must be accompanied by an adult.

8.02 Use at Own Risk. All users of the Exercise Room use it at their own risk. **THERE IS NO SUPERVISOR OR TRAINER ON DUTY.**

8.03 Use of Devices and Equipment. Radios and exercise equipment (whether provided or brought into the Exercise Room by the user) shall be used in a manner as to not disturb others. The Association is not responsible for any loss or damage of personal property of any kind. Users of the Exercise Room shall use the equipment provided for a reasonable period of time, taking into consideration other users waiting to use the equipment. Users are encouraged to wipe down the equipment with disinfecting wipes before and after use.

8.04 Food and Drink. No food or glass of any kind is permitted in the Exercise Room. Smoking and the use of tobacco are not permitted in the Exercise Room.

8.05 Pets. Pets are not permitted in the Exercise Room.

8.06 Other Rules. Additional rules governing the use of the Exercise Room shall be posted in the Exercise Room and may be amended at any time by the Board.

ARTICLE IX

CLUBHOUSE

9.01 Reservations. The Clubhouse is for the private use of Residential Unit Owners and their Guests. The Clubhouse is available for use for not-for-profit parties and meetings. A \$250.00 refundable deposit and a minimum \$10.00 per hour rental fee are required. The deposit and rental fee may be changed at any time by the Board. Reservations may be made no more than (90) days in advance and are granted on a first request basis. All reservations should be made through the Management Company.

9.02 Scheduling Conflicts. In the event of a conflict between a Unit Owner's paid reservation of the Clubhouse and another event, the paid reservation will take precedence, provided that the reservation is made at least ten days prior to the event. The only exception is the annual holiday party which cannot be "bumped" by a paid reservation.

9.03 Clean-Up. Unit Owner is responsible for the removal of their trash. Smoking and the use of tobacco are not permitted in the Clubhouse. All clean-up must be completed within the reservation time.

9.04 Damage. Damage to the Clubhouse or furnishings and any follow-up cleaning services hired by the Board will be deducted from the deposit. If the deposit is insufficient to cover the costs, the Unit Owner will be billed for the difference.

9.05 Pets. Pets are not permitted in the Clubhouse.

9.06 Smoking. Smoking and the use of tobacco are not permitted in the Clubhouse or the Plaza adjacent to the Clubhouse.

9.07 Overnight Stays. The Clubhouse cannot be used for overnight stays.

9.08 Other Rules. Additional rules governing the use of the Clubhouse shall be posted in the Clubhouse and may be amended at any time by the Board.

ARTICLE X

DOG WASH ROOM

10.01 Clean-Up. Owner is responsible for the clean-up of the Dog Wash Room following use. Smoking and the use of tobacco are not permitted in the Dog Wash Room.

10.02 Rules. Rules governing the use of the Dog Wash Room shall be posted in the Dog Wash Room and may be amended at any time by the Board.

ARTICLE XI

PLAZA

11.01 Hours. The Plaza hours are from 6:00 am to 10:00 pm. The Plaza is for Residential Unit Owners and their Guests only.

11.02 Use of Devices. Radios, phones, CD players, wireless speakers and other such devices shall be used in a manner as to not disturb others. The Association is not responsible for any loss or damage of personal property of any kind.

11.03 Food and Drink. No glass of any kind will be permitted in the Plaza. Plaza users are responsible for the removal of their trash. Smoking and the use of tobacco are not permitted in the Plaza.

11.04 Other Rules. Rules governing the use of the Plaza shall be posted near the Plaza and may be amended at any time by the Board.

ARTICLE XII

FIRE PIT

12.01 Hours. The Fire Pit hours are from 10:00 am to 10:00 pm. The Plaza is for Residential Unit Owners and their Guests only. The hours between 8:00 pm and 10:00 pm will be Quiet Hours.

12.02 Use of Devices. Radios, phones, CD players, wireless speakers and other such devices shall be used in a manner as to not disturb others. The Association is not responsible for any loss or damage of personal property of any kind.

12.03 Food and Drink. No glass of any kind will be permitted around the Fire Pit. Users are responsible for the removal of their trash. Smoking and the use of tobacco are not permitted.

12.04 Other Rules. Rules governing the use of the Fire Pit shall be posted near the Fire Pit and may be amended at any time by the Board.

ARTICLE XIII

MARINA AND WATERFRONT

The use, operation, maintenance and upkeep of the Association's Common Area that is located in the marina and waterfront area, the installed docks, piers, and slip areas (hereinafter the "Waterfront Area") shall be governed by this Article XIII. The Waterfront Area shall include the riparian areas which shall consist of the piers, decks, slips, and related areas of the waterfront.

A. Marina: Piers and Slips

13.01 Damage to Watercraft. Each licensee or tenant of a boat slip (Slip Tenant) and their guests assumes the sole responsibility for his or her property, including, without limitation, watercraft (boats, wave runners, canoes, etc.) and its component parts. The Association shall not be responsible for any loss or damage to watercraft or any other private property used or stored in the Waterfront Area.

13.02 Use at Own Risk. To the extent not prohibited by law, each Slip Tenant and their guests or other persons who, in any manner, makes use of or accepts the use of any pier, dock, slip or other related facility, privilege or service whatsoever owned, licensed or operated by the Association, or other activity operated, organized, arranged or sponsored by the Association in the Waterfront Area, which use shall include, but not be limited to, docking a watercraft in the Waterfront Area shall do so at his or her own risk, and shall hold the Association and its respective employees, officers, directors, representatives and agents (Association Parties) harmless from any and all resulting loss, cost, claim, injury, damage or liability sustained or incurred by him, her or it, and/or from any act or omission of the Association Parties.

13.03 Compliance with Applicable Law. The watercraft docked in, berthed in or plying the waters of the Waterfront Area shall strictly comply, at all times, with the regulations, rules, directives, laws, statutes and ordinances of all appropriate governmental, or quasi-governmental, bodies, now existing or subsequently promulgated or in force.

13.04 Use by Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Waterfront Area and including full compliance by them of these Rules and Regulations and all other rules and regulations of the Association. All children under 12 years of age must be accompanied by a responsible adult when entering and/or utilizing the Waterfront Area. Applicable rules, regulations and recommendations promulgated by

government agencies applicable to children (including, without limitation, those requiring the use of personal floatation devices) shall be complied with at all times.

13.05 Pets. Pets brought into the Waterfront Area shall be leashed (when not on a watercraft) and attended at all times. Pet owners are responsible for cleaning up after their pets. The Board shall have the right to order the removal of any pet that is considered a nuisance, in the Board's sole and absolute discretion.

13.06 No Residence in Watercraft. No person shall be permitted to live aboard any watercraft moored within the Waterfront Area.

13.07 Use of Watercraft. No watercraft shall be used for business, immoral, illegal or transient guest purposes.

13.08 Parking of Watercraft. No watercraft when berthed shall extend beyond the boundaries of usable area of the specific boat slip in which it is located.

13.9 Mooring of Watercraft. Users are solely responsible for the proper mooring of their watercrafts and are required to maintain mooring lines and shore stations in good condition and sufficiently strong to secure their watercrafts at all times.

13.10 Nuisances. No nuisances shall be allowed upon the Waterfront Area, nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful and proper use of the Waterfront Area. No sound reproduction or amplification equipment, speakers, bull horns, musical instruments, bells, sirens or radios shall be used in or upon the Waterfront Area except in such a way as to avoid nuisance or annoyance. Neither engines nor other motors shall be run within a boat slip area for more than 10 minutes in any one hour. Generators shall not be operated between the hours of 8:00 pm and 8:00 am. Generators are to be used only in emergencies or when electricity is unavailable.

13.11 Disabled Watercraft. No watercraft which is inoperable or unseaworthy shall be kept, maintained or stored in a boat slip or moored to the pier or docking area for more than 24 hours.

13.12 Fire. Open fires or flames are not permitted on any portion of the Waterfront Area.

13.13 Fish cleaning. Fish or other marine life of any kind shall not be cleaned, prepared or processed in any manner at the Waterfront Area.

13.14 Maintenance of Equipment. Each watercraft must have such sanitary equipment on board as is required by all applicable federal, state and local authorities. No watercraft shall be deemed to be in compliance with this paragraph if such equipment is not fully operational or if such equipment such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such requirements. In no event shall any person discharge or permit to be discharged any sewage or any other substance (other than bilge water) into the waters of the Waterfront Area.

13.15 Law Enforcement. The Association may permit police, sheriff department and similar watercraft to tie-up to and be kept on any portion(s) of the Waterfront Area, including docking areas and unoccupied slips.

13.16 Sailboats. Sailboats owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the management staff shall be authorized to tie off halyards.

13.17 Other Rules. Additional rules governing the use of the Waterfront Area shall be posted near the Waterfront Area and may be amended at any time by the Board.

B. Waterfront

13.18 All swimmers swim at their own risk. **THERE IS NO LIFEGUARD ON DUTY.** Swimming will be allowed **only** on the north side of the northern most pier. Children under 18 years of age must be accompanied by an adult.

13.19 No swimming will be allowed between the south side of the northern most pier and the south property line. No swimming is allowed after dark. For safety reasons, diving is not allowed off the pier.

13.20 All slip owners and renters shall observe slow/no wake restrictions in the Marina and Waterfront as set by the Wisconsin Department of Natural Resources, including slow/no wake within 100 feet of any occupied anchored boat, marked swimming area or public boat landing.

ARTICLE XIV

SECURITY PLAN

GOAL: To make Waubesa Shores Condominium a Secure Complex.

Methods of Access

14.01 Provide fob access at six exterior doors (two lobby doors, two stairwell doors and two plaza doors) but limit the number of fobs issued to an owner to a total of four. The Board reserves the right in its sole discretion to issue more than four fobs to an owner (upon written request) if that is reasonable and appropriate under the facts and circumstances, and the Board may impose additional conditions on the issuance of more than four fobs. Lost fobs are to be reported to Apex Management immediately for deactivation. A replacement fob will be issued at a cost of \$85.00. The Board reserves the right to adjust the cost periodically as appropriate.

14.02 Provide key access at a limited number of doors. Key access will be available if the fob system does not work or the owner does not have his/her fob. There will be three points of access: The two doors adjacent to the overhead garage door at the south tower and the south west door to the garage which leads to the lake front.

14.03 Provide security code access at the Pach Aegis annunciator (push button) panel located adjacent to each main door entrance (Doors B and C) in the south and north towers. This code will be provided to each owner and will be changed periodically or as necessary.

The code provided to members shall not be used by other users. All contractors and vendors are required to use a specific code to gain access to the buildings. This code will also be changed periodically or as necessary.

14.04 Provide garage access through the issuance of garage door openers. Garage access provides owners with full access to both the south and north towers. Garage door openers will be limited to one garage door opener per deeded parking space.

14.05 Provide access to both buildings through the use of the Pach Aegis annunciator panel. An owner is able to call any unit to ask for access. Visitors can do the same.

14.06 APEX Management shall maintain an accurate data base of all WSC access issued, including keys, access codes and fobs. This shall include the name of the owner to whom the fob is issued, the fob serial number and the date issued. APEX will also maintain a record of all access codes entered into the Pach Aegis system. A record shall be maintained of all contractors and vendors who are provided with access codes.

This Security Plan was created after consulting with security professionals and will be reviewed periodically. The Board will share this Security Plan with the McFarland Police Department and the McFarland Fire Department. This Security Plan was reviewed by the HOA legal counsel.

ARTICLE XV

AMENDMENTS

The Rules and Regulations may be amended at any time by the Board.

ARTICLE XVI

FINES

Unit Owners who are concerned about a possible violation of these Rules and Regulations are encouraged to contact a member of the Board.

16.01 Fines. In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the Bylaws or applicable law, the Board shall have the right to impose against any Unit Owner in violation of the Declaration, the Bylaws, or these Rules and Regulations, a fine against such Unit Owner according to the following schedule:

For the first offense in a given 12-month period	\$50.00
For the second offense in a given 12-month period	\$100.00
For the third offense in a given 12-month period	\$150.00

16.02 Payment. Fines are to be paid immediately to the Association. Any fine not paid within ten (10) days after billing shall accrue interest at the rate of twelve percent (12%) per annum until paid. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

16.03 Self Help. If a Unit Owner violates any of these Rules, the Bylaws, the Declaration, or other applicable law under circumstances that present an imminent threat of bodily injury or property damage, the Board may immediately take reasonable steps to correct the violation.

16.04 Liens. The Board may place a lien on the Unit of any Unit Owner who does not pay any monthly dues, assessments, fines, or other charges authorized by the Association in full within 90 days of the date originally due.

16.05 Attorney's Fees. A Unit Owner will pay all attorney fees, legal fees, court costs, costs of collection, and other fees incurred by the Board in connection with the enforcement of these Rules, the Bylaws, the Declaration, or other applicable laws against the Unit Owner

Rules and Regulations

Adopted August 13, 2019

Organization amendments, March 24, 2020

Marina and Waterfront amendments, April 30, 2020

Security Plan addenda, January 8, 2021

Storage Unit Access and Clubhouse Reservation amendments, June 14, 2021