

BOOK OF REGULATIONS

Fairways at Tagalong Homeowners Association, Inc.

Revision 4, May 1, 2023

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Article I. General

Section 1.01 Authority and Amendment

- (a) The Board of Directors of Fairways at Tagalong Condominium Association, Inc. (the “Association”) has the authority to adopt, amend and repeal the Book of regulations to include such rules and regulations governing the operation, maintenance, and use of any portion of the Property and the personal conduct of any person on or about the Property.

Section 1.02 Applicability

- (a) All rules, regulations, and policies shall apply to and be complied with by all Owners, and each Owner shall be responsible for ensuring that all the Owner’s service providers, property managers, guests, and tenants comply with all such rules, regulations, and policies.

Section 1.03 Definitions

- (a) All terms not defined herein shall have the same terms as defined in the Declaration of Condominium for Fairways (the “Declaration” recorded in the office of the Register of Deeds, Barron County, Wisconsin, or the Association Bylaws (the “Bylaws”). The Book of Regulations is adapted and administered by the Board of Directors of the Association (the “Board”).

Section 1.04 Membership

- (a) Membership in the Association is appurtenant to a Unit—granted to the Owner of a Unit as described in the Bylaws.
- (b) Transfer of Membership. The Owner must provide written notice to the Association of any transfer of the Unit and of any change in the Owner’s name or current mailing address. See Exhibit A for specific details.

Section 1.05 Board of Directors Ethics Statement

- (a) The Board of Directors will be required to sign the Association Ethics Statement as described in the Association Bylaws, Section 4.01. See Exhibit I for the Association Ethics Statement.

Section 1.06 Assessments

- (a) General Assessments
General assessments are paid monthly. These are referred to as regular monthly assessments. These assessments are due on the first day of each month.
- (b) Special Assessments
Special assessments may be levied from time to time by the Board. These are due on or before the date or dates stated in the Board’s notice to Unit Owners informing them of the special assessment.

Section 1.07 Collection Policy

- (a) The Association adopted the Collection Policy included as Exhibit B of the Book of Regulations.

Article II. Enforcement

Section 2.01 Enforcement and Grievance Procedure Resolution

- (a) The Board adopted the Rules of Enforcement and Grievance Procedure Resolution to ensure that the members of the Association obey the Rules of the Association and that the Association provides due process while enforcing the rules contained in its governing documents. This resolution included as Exhibit C of the Book of Regulations.

Section 2.02 Fines

- (a) In addition to all other remedies available to the Association under the Declaration, Bylaws, or other applicable law, the Association may, following delivery of notice of violation and expiration of any cure period required, impose a fine as specified in Exhibit C of the Book of Regulations against any Owner in violation of the Declaration, the Bylaws, or Book of Regulations. Fines will be invoiced and the Owner shall promptly remit payment to the Association. The Association shall have the right to collect said fines as a special assessment against the Owner's Unit.

Article III. Insurance Provisions

Section 3.01 Association Requirements

- (a) The Association insurance requirements are defined in the Declaration, Article VIII, Insurance
- (b) The Association also carries additional insurance such as Liability, Directors and Officers Insurance and Fidelity Insurance. The Board may obtain additional insurance if it deems necessary.

Section 3.02 Owner Requirements

- (a) Unit Owners are responsible for insurance coverage for 100% of the personal property within the Unit. Owners are also responsible for any other loss or damage to the Unit's interior or exterior to cover at least the amount of the Association's Master Policy deductible (see Declaration Article VIII Insurance Sections 3 and 4), including sewer and sump pump failure. In addition, the policy must provide personal liability and medical coverage. The Association shall not be liable to Owners for any damage, loss, or liability incurred by an Owner as a result of Owner's failure to obtain said insurance.
- (b) Amount of Insurance Coverage – Each Owner shall obtain a HO6 insurance policy that covers their own determined value of their personal property and, at least, \$500,000 of liability coverage.
- (c) Proof of Insurance—Owners are required to provide the Secretary with evidence of insurance in the form of a copy of the declaration page. Evidence of insurance is required when the Owner takes title to the Unit, and upon each renewal of the policy.
- (d) All damages to the interior or exterior of any unit that are subject to coverage under the Association's Master Insurance Policy must be reported to the Property Coordinator or to a Member of the Board prior to starting any repairs.

Article IV. Rental of Units

Section 4.01 Resort Fees

- (a) Each Owner who rents his or her Unit shall collect resort fees from its tenants on behalf of the Association and shall remit such fees to the Association. In addition, each Owner that rents their Unit shall notify the Treasurer by March 1st of each year or at least before they begin renting their Unit so the Association can monitor remittance of resort fees. See Exhibit D for amount of resort fee and specific details.

Section 4.02 Tenant Enforcement

- (a) Should it become necessary to call the police to assist in the enforcement of the rules described in Section 10.05 Nuisances, it will be considered a breach of tenant's lease and Owner shall give the tenant notice pursuant to Section 704.17 of the Wisconsin Statutes. In the event a tenant violates Section 10.05 Nuisances again, Owner shall promptly evict the tenant. All Owners offering their Unit for rent shall post and maintain the attached signs, as marked as Exhibit E of this document, in the Owners Unit.

Article V. Architectural Control

Section 5.01 General Provisions

- (a) Architectural Control is overseen by the Property, Plant and Equipment Committee (PP&E Committee).

Section 5.02 Alterations, repairs, improvements to a Unit

- (a) Any alterations, repairs or improvements to a Unit which alter the exterior appearance of a Unit or building or affect the structure of a building must be approved in writing by the Board prior to work being consummated. The Unit Owner is required to submit a written request to the PP&E Director for review.

Article VI. Use of On-Site Contractors

Section 6.01 On-Site Contractor Requirements for Association Common Areas

- (a) The PP&E Director will identify and obtain estimates or bids from outside/independent contractors who are insured and licensed as applicable to perform any work for the Association's common areas. Any exception for a non-insured contractor requires Board approval.
- (b) PP&E Director or other designated Board Member will schedule the project and inform the contractor that a current copy of their Certificate of (Liability) insurance must be provided prior to the commencement of any on-site work.
- (c) All Certificates of Insurance from contractors engaged to work on Association Common Area Projects will be forwarded to the Director of Operations for safe keeping and made available for completion of the annual Workman's Compensation Insurance Audit.
- (d) The Association shall not be liable for any injuries to or damage caused by any contractors while performing work on Association common or member-owned property.

Section 6.02 On-Site Contractor Requirements for Member Owned Units

- (a) Owners must abide by any applicable building codes for any remodeling or repairs in their Units.

- (b) Unit Owners should obtain and retain Certificates of Insurance from all contractors prior to the commencement of any remodeling or repairs in their Units.
- (c) The Association shall not be liable for any injuries to or damage caused by any contractors while performing work on Association common or member-owned property.

Article VII. Appearance

Section 7.01 Signs

- (a) No signs of any kind shall be displayed to the public view on any Unit without the written consent of the Board. Notwithstanding the foregoing, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.
- (b) No signs may be placed on the Common or Limited Common Elements of the Association.

Section 7.02 Window Coverings

- (a) All window coverings must conform to the general appearance of the respective building. No paper, sheets, blankets or the like shall be used for window coverings.

Section 7.03 Outside Installations

- (a) No outside installations, such as basketball hoops, swings, machines, air conditioner units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of any portion of the Property without prior written consent of the Board.

Section 7.04 Antennae

- (a) No antennae or satellite dishes shall be erected on any common area without the written approval from PP&E and the Board. In areas of exclusive use, owners may erect antennas that are less than one meter in diameter and designed to receive television broadcast signals or broadband internet signals. In these areas of exclusive use, the Board reserves the right to designate placement.
- (b) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.

Section 7.05 Laundry

- (a) Laundry shall not be displayed on the exterior of any portion of the Property including on any Limited Common Element or Unit.

Section 7.06 Limited Common Elements – Decks and Patios

- (a) Owners and their guests, family members, tenants, and invitees shall keep all decks and patios in a clean, neat and orderly condition, free of debris. Storage of personal property on decks and patios other than grills and patio furnishings is prohibited except as otherwise permitted by this Book of Regulations.

Section 7.07 Decorations

- (a) Owners may display potted plants, hanging plants, door wreaths, flags and other decorations that do not detract from the visual attractiveness of the Condominium, as the Board determines in its sole discretion. Damage created by hanging plants or other decorations shall be the responsibility of the Owner. Owners are also responsible for the overall condition of plants and other decorations. The Association may remove empty planters, planters with dead plants, and other decorations that are in poor condition at the Owner's expense. Holiday decorations shall be removed within three (3) days following the applicable holiday with the exception of Christmas decorations, which are to be removed within one week after New Year's Day.

Section 7.08 Grills

- (a) Propane gas and electric grills are permitted. All other types of grills are prohibited. Grills must be in full view and attended at all times. All grills shall be maintained as grease-free as possible.

Article VIII. Right of Entry

Section 8.01 Association Right of Entry

- (a) The Association has an irrevocable right to enter any Unit to make repairs to Common Elements or Limited Common Elements, or to inspect the Property to ensure safety and soundness of Units.

Section 8.02 Keys and Locks

- (a) The Association shall have the right to retain a passkey and keypad code for entry into all Units. The primary access to a Unit is using a keypad. There is a key for emergency access in the event of loss of battery power in the keypad. No Owner shall alter any lock or install a new lock on the main door of the Unit. The Owner may add or change passcodes for access to the Units. The Association has programmed access codes unique to the Association and Emergency Services, such as fire and medical emergency personnel.

Section 8.03 Access to Lockhaven (Building 300) and Tayside (Building 400)

- (a) These buildings have been secured with a keypad. Unit Owners are provided the access codes to these buildings. A Unit Owner can submit a request to Property Coordinator for a building key. Board must approve all key requests. Owner will be charged a \$25 non-refundable key fee. Key can only be used by the Owner and must be returned to Property Coordinator if they sell their Unit. Property Coordinator will keep a log of any keys issued.

Article IX. Winter Maintenance

Section 9.01 Winter Heating

- (a) All Units shall be heated to a temperature of at least 50 degrees Fahrenheit from November 1 through May 1 of each year to prevent pipes from freezing. Units shall be heated using the central heating system of the Units. Units shall not be heated solely by use of the propane fireplaces or any portable heating devices when unoccupied. Any damage caused by the failure of an Owner to comply with this rule shall be the responsibility of the Owner.
- (b) Winter heat checks may be performed by the Association and/or Property Coordinator. If necessary, ancillary heating units will be used to keep the temperature in the units in a safe range to prevent freezing.

Section 9.02 Water Shut Off

- (a) If a Unit is unoccupied for a significant amount of time, Owners are recommended to turn off the water in their Unit. This would reduce the chance of potential water damage to the Unit or adjacent Units.

Section 9.03 Salting

- (a) Owners are prohibited from using salt on the access walks, stairs, or driveways of the Property. Owners will be responsible for the costs of repairing all damage caused by the use of salt. An Owner can contact the Property Coordinator if salting is needed.

Article X. Use of Property

Section 10.01 Maintenance of Common Elements

- (a) 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 or Limited Common Elements.
- (b) Owners are prohibited from planting or removing outdoor vegetation anywhere within the Property without the prior written approval of the Board.
- (c) Needed maintenance or repairs of Common Elements, Limited Common Elements or any other property owned by the Association should be reported to the Property Coordinator.

Section 10.02 Damage to Common Elements

- (a) Damages to the Common Elements, Limited Common Elements, or any other property owned by the Association or by any entity owned by the Association caused by an Owner, family members, guests, tenants, or invitee, shall be the responsibility of the Owner.

Section 10.03 Maintenance of Unit

- (a) All Owners are responsible for keeping Units repaired and maintained in good order and condition. All repairs and maintenance to internal installations of a Unit shall be made at the Owner's expense. Owners shall properly perform all maintenance and repair work within their Unit to correct any condition that would adversely affect any portion of the Property.
- (b) Doors and windows are owned by the Owner. However, maintenance, repair or replacement must be done in accordance with the guidance set out for Architectural Control described above.

Section 10.04 Number of Occupants

- (a) The number of persons permitted to occupy a Unit shall be controlled by the Owner so as not to overburden the Common Elements or interfere with the quiet enjoyment of the other Owners and neighbors.
- (b) If a unit is rented, the Owner must abide by any laws, regulations, or ordinance related to occupancy restriction of the State of Wisconsin, Barron County, or the Town of Cedar Lake.

Section 10.05 Nuisances

- (a) No offensive or unlawful activity, including fireworks, shall be permitted on the Property. Owners shall not use or permit the use of their Unit or the Property in any manner that would be disturbing or be a nuisance to others, or in such a way as to be injurious to the reputation of the Property or the Association.
- (b) All Owners shall always limit sound levels so as to not disturb other Owners or neighbors. Any noise that can be heard outside of the Unit shall be considered too loud. Owners may be requested to remove wind chimes, bells, or any item making noises which disturb other Owners or neighbors.
- (c) Smoking/vaping is prohibited in the Common Areas, including hallways. Smoking/vaping is allowed outdoors and requires proper disposal of cigarette butts. Any discarded butts on the Association's grounds, decks, balconies or patios are prohibited. Smokeless ashtrays and smoke poles are recommended on decks, balconies and patios to prevent smoke drifting to neighboring Units.

Section 10.06 Animals

- (a) Animals Allowed. Domestic dogs or cats may be kept in the Unit, provided they are not kept, bred, or maintained for commercial purposes. The total number of cats or dogs shall not exceed a total of two (2) animals.
- (b) Control of Animals by Owner. Animals must always be carried or kept on leash under control of the Owner when not in the Unit. Animals may not be unattended while leashed in any Common Element or other public area of the Property.
- (c) Animal Waste. Any Owner, renter, guest, and the general public visiting the Property must clean up any animal or dog feces immediately. If not, the Association will enforce the Book of Regulations against the Unit Owner. Also, the Association may assess a reasonable fee to cover the cost of cleanup or restoration. Septic systems may not be used for disposal of animal feces or kitty litter. The owner shall be liable for any damage to the septic system caused by the Owner, guests or tenants failing to comply with this rule.

Section 10.07 Hunting

- (a) No hunting is allowed on the Association's property.

Section 10.08 Storage

- (a) The Association shall not be liable for any loss or damage to property placed in any Unit, Common Element or Limited Common Element.

- (b) Storage of personal property is prohibited in any Common Area except as otherwise permitted by this Book of Regulations. Violation of this rule may result in removal of personal property to an offsite storage area. The Board may assess a recovery fee of \$50.00 and any storage costs the Association incurs to Owners who violate or permit their family members, guests, tenants, or invitees to violate this rule.
- (c) No hazardous or flammable materials or materials prohibited by law or local ordinance may be stored on the Property.

Section 10.09 Trash and Recycling Guidelines

- (a) The Association provides dumpsters near Stonehaven (Building 100), Highlander (Building 200) and Tayside (Building 400). These are for the exclusive use of the Owners and their guests. Refer to Exhibit F for the current guidelines regarding trash and recycling. Items such as electronics or other large items should not be placed in the dumpsters.

Section 10.10 Unit 325

- (a) Pool and Hot Tub Rules. Owners, family members, tenants, and guests shall observe and abide by all pool and hot tub rules as posted in the pool area. No glass containers of any kind are allowed in the pool area. Towels are not provided. The pool area may only be used during specified hours posted on the door of the pool. There is no lifeguard on duty. Swimming in the pool, using hot tub, and any other use of the pool area is at the risk of each individual. No child under the age of 14 is permitted in the pool without adult supervision and no child 6 and under is permitted in the hot tub at any time.
- (b) Fitness Room. Available to owners, family members, tenants and guests.
- (c) St. Andrews Room. Owners may use the St. Andrews Room if it is not already scheduled. Owners must contact the Property Coordinator to schedule the room. Owners will be charged a \$50 fee if they do not clean the room after using it.
- (d) Common Areas. Available to owners, family members, tenants and guests. Groups of twelve or more must schedule at least one week in advance by the condo owner with Property Coordinator to reserve the space. The owner will be charged a fee for any necessary clean up if the area is not cleaned properly.

Section 10.11 Technology

- (a) Personal Internet. Anyone connecting a personal internet router or access point to the Association networks must obtain approval from the Technology Advisory Council (TAC).
- (b) The Owner must allow the connected device to be configured with established protocols, grant access to the device if future modifications are needed, and notify TAC if here are equipment passwords set that are different from the defaults.

Article XI. Vehicle Restrictions

Section 11.01 Obstructions

- (a) Driveways and roadways shall not be used for any purpose other than the ingress and egress to and from Units.

- (b) Snow. Within 24 hours of a snowfall that requires plowing, vehicles must be moved to a cleared space.

Section 11.02 Parking.

- (a) Owners, family members, tenants, and guests shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. It is recommended that Owners, family members, tenants and guest use parking available nearest to their Unit. There is no reserved parking. Vehicles parked in violation of any such regulations may be towed at the vehicle owner's expense. The Owner associated with the towed vehicle (either through ownership of the vehicle or whose tenant or guest owns the vehicle) shall hold the Association harmless for all damages or losses that may ensue as the result of vehicles being towed and shall indemnify the Association against any liability that may be imposed on the Association as the result of such illegal parking or abandonment and any consequences thereof.

Section 11.03 Traffic Regulations

- (a) Only licensed vehicles and licensed drivers are permitted on the roads and parking areas within the Property. All-terrain vehicles or motorized bikes may be operated on the paved portion of the Property, only as a primary means of street transportation to and from the Property.

Section 11.04 Service and Recreational Vehicles

- (a) At no time can an occupied recreational vehicle be parked overnight on the property. Parking of service and recreational vehicles including but not limited campers, vans or other vehicles on Common Elements shall be limited to 72 hours.
- (b) A User Fee must be paid to park trailers or boat lifts. See Exhibit G for details to park trailers or boat lifts. Trailers may be parked to the north of the Tayside Building and north of the Trailer Parking sign only from May 1 to September 30. Boat lifts may be parked north of the Trailer Parking sign from October 1 to April 30.

Section 11.05 Vehicles, Motorcycles, and Boat Maintenance

- (a) Repairs, painting, restoration or maintenance of any kind requiring more than three (3) consecutive active hours is prohibited on the property. No oil changes may be performed on the property at any time.

Section 11.06 Snow

- (a) Within 24 hours of a snowfall that requires plowing, vehicles must be moved to a cleared space.

Article XII. Boat Slip Policy

Section 12.01 Boat Slip Policy

- (a) This policy includes the existing 36 boat slips and all those added in the future. The policy excludes the four privately owned boat slips in front of the 900 buildings. However, any changes in the 900 boat slips must be reviewed by Operations to ensure compliance with DNR Boat Pier Permit. See Exhibit H for details for boat slip general information, boat slip requests and slip assignment.

Article XIII. Amendments

Exhibit A

Fairways at Tagalong Condominium Association, Inc. Transfer of Membership

The Owner must provide written notices to the HOA Secretary of any transfer of their Unit and any changes in the Owner's name or current mailing address.

- A. No Owner may vote until the name and current mailing address of each Owner and a copy of their HO6 Insurance Declaration page have been provided to the Association Secretary.
- B. Following a real estate closing – where transfer of the Unit has occurred – the following documentation must be provided to the Association Secretary:
 - a. Individual Ownership: Copy of the recorded condominium deed, along with the contact and mailing address of the Owner.
 - b. Limited Liability Corporation (LLC): Copy of the LLC Operating Agreement which describes the conduct and business of the members of the LLC that are recorded in the Operating Agreement. The contact information and mailing addresses of the managing members should be provided to the Association Secretary.
 - c. Revocable Trust: A Certificate of Trust which describes the name of the Trust and the names and addresses of the trustees empowered to act under the trust agreement.
 - d. Corporation: A copy of the corporate resolution which describes the name of the corporation and the names and addresses of the officers empowered to act on behalf of the corporation.
 - e. Sale of Land Contract: A land contract vendee has equitable ownership in a Unit and is therefore considered a Unit Owner. A copy of the recorded land contract must be provided to the Association Secretary. In addition, the above documents will also be required, dependent upon the form of title the land contract vendee has. Under satisfaction of the land contract, the Owner must provide a copy of the recorded condominium deed, along with contact and the mailing information to the Secretary.

Exhibit B

Fairways at Tagalong Condominium Association, Inc. Collection Policy

General monthly assessments under the Association's governing documents are due on the first day of each month or within 10 calendar days of the date that the notice of payment has been sent to the member. If a member does not pay in full any expense due to the association within 10 days of its due date, the payment will be deemed delinquent if it remains unpaid 10 days after its notice due date. All payments must be sent to the following address:

Fairways at Tagalong Condominium Association, Inc.
C/o Clifton Larson Allen LLP
11 East Marshall Street
Suite 103
Rice Lake, WI 54868
Attn: Susanne Ball (Susanne.ball@claconnect.com)
715-234-6156

If a member has a general, common or special assessment deemed delinquent there will be a late fee to compensate the Association for its time, inconvenience and overhead in collecting the payment in the amount of \$25.00 per month. This late fee will be applied to the member account each month a payment delinquency remains, regardless of the amount. In addition, if an Owner is in default in payment of any charges or assessments for more than 30 days, per Bylaws Section 8.04 Default, the Board will include cost of collection, attorney's fees, plus interest at the rate of 1.5% of the amount due compounded monthly until paid in full.

In addition to late fees, for each check from a member that a bank returns for any reason, the member must pay a returned check fee in the amount of \$25.00 and all bank charges assessed against the Association.

If a member has an unpaid balance of \$1,000 or greater and 90 days' delinquent, the member will receive a 30-day notice of the Association's right to file a lien and intent to suspend the member's voting privileges and the right to use Association amenities or property which are common elements, including, but not limited to, access to the lakefront, use of Unit 325, Cable TV, Wired internet. If the Association receives payment in full before the 30-day notice period expires, the privileges will not be suspended, nor a lien be filed. The Association may also refer the member's account to an attorney or collection agency for appropriate action. All fees incurred by an attorney or collection agency to recover the delinquent amounts will be assessed to the member.

To avoid any late fees, the Association recommends using our auto pay service through bill.com.

Exhibit C

Fairways at Tagalong Condominium Association, Inc.

Rules of Enforcement and Grievance Procedure Resolution

1. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, and Book of Regulations:
 - a. A WRITTEN WARNING for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit Owners comply with the Condominium Documents. The Written Warning will be sent to Owner's email listed in Associations Directory. A letter will be sent by certified mail if owner does not respond to email.
 - b. FIFTY DOLLARS (\$50.00) shall be assessed against a Unit Owner or resident for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in (a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
 - c. ONE HUNDRED DOLLARS (\$100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
 - d. Notwithstanding paragraphs (a-c) immediately above, FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation of the Condominium Documents, when in the sole opinion of the Board the violation meets one or more of the following criteria:
 - i. The violation is in direct defiance of a previous mandate from the Board of Directors.
 - ii. The violation was malicious in its intent.
 - iii. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 - iv. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (i.e., if alterations are made that cannot be restored to their original state.)
2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
3. Attorney Fees.
 - a. The Board may also assess a Unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated

with reviewing the facts and Condominium Documents and advising the Board.

- b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim of defense, be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Unit Owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. This rule does not apply to Owner's fair housing complaints, neither State nor Federal.
4. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.
5. GRIEVANCE COMMITTEE RULES AND PROCEDURES:
- a. The Grievance Committee shall consist of three (3) members, The President, Vice President, and Secretary. If one or more of these members have a conflict, members at large of the Association can be chosen by the Board.
 - b. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
 - c. Members serving on the Grievance Committee must not be directly involved in the specific dispute at hand.
 - d. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 - i. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 1. Of the time, place and date of a hearing before the Grievance Committee.
 2. Of the right to counsel.
 3. That the evidence shall be received and a record made whether or not the party complained against attends.
 - ii. The Hearing shall be divided in two (2) sections:
 1. The hearing.
 2. The determination and decision.

- iii. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
 - iv. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
 - v. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
 - vi. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
 - vii. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- e. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
- i. The award was procured by corruption, fraud or undue means;
 - ii. There was evident partiality or corruption on part of the Grievance Committee, or any of them;
 - iii. The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
 - iv. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

Exhibit D

Fairways at Tagalong Condominium Association, Inc. Resort Fees

Each Owner who rents their Unit shall notify the Treasurer by March 1st of each calendar year or at least before they begin renting their Unit.

A resort fee in the amount of 6% which is consistent with fees typically associated with properties similar to the Property. Each Owner who rents his or her Unit shall collect such fees from its tenants on behalf of the Association and shall remit such fees to the Association on March 1, June 1, September 1, and December 1 of each calendar year to the following address:

Fairways at Tagalong Condominium Association, Inc.
C/o Clifton Larsen Allen
11 East Marshall Street, Suite 103
Rice Lake, WI 54868

If an Owner enters into a property management agreement with a third-party related to any rentals or events, Owner shall cause the property manager to collect and remit such payments. Any Common Element or Limited Common Element used for an event or rental shall be cleaned and returned to the condition in which it was found. The Board may impose a fine on any Owner who fails to comply with this rule or whose property manager, guests, family members, invitees, or tenants fail to comply with this rule.

Exhibit E

Fairways at Tagalong Condominium Association, Inc.

Tagalong

Rental Guidelines

To educate all guests renting condos at Tagalong of our basic rules and regulations.

Please Note:

We have permanent residents in each of our buildings. Please have respect for them as well as other paying guests with the right of all to quiet enjoyment.

Quiet Hours: 10pm – 8am.

Owners/Property Managers

Owners/Property Managers are responsible for notifying renters of rules and regulations that apply to the State of Wisconsin as well as Tagalong Book of Regulations regarding rentals and remit proper resort fees.

Renters

Renters are responsible for reading and adhering to policies in place at Tagalong, including, but not limited to:

- Number of occupants per Unit set by Owner.
- Any pets allowed by Owners must be kept on a leash and under control of the pet owner. Pets cannot be unattended, even if on a leash.
- Smoking/vaping is not permitted in Common Area. Smoking/vaping is allowed outdoors. Disposal cigarette butts on Association's grounds, decks, balconies or patios are prohibited. Smoking in the Unit is at the digression of the Owner.
- Pool hours are posted on the pool door. No food or glass containers of any kind are allowed in the pool area. No child under 14 permitted without adult supervision. No child 6 and under permitted in hot tub.
- No Nuisances, loud parties, fireworks anywhere on the property, including docks.
- Hanging of signs/laundry, etc., on deck railings is prohibited.
- Garbage dumpsters are near Stonehaven Bldg., Highlander Bldg. and Tayside Bldg.

- All fish cleaning debris is to be sealed promptly and placed in dumpster.
- User Fee must be paid to Property Coordinator to park boat and ATV trailers more than 72 hours. No occupied recreation vehicles or camping.

Non-Compliance

Violation of any rule can result in eviction by Owner/Rental Property Manager without refund. In addition, a Board member or someone designated by the Board has the authority to enforce and if necessary, evict a Renter.

Exhibit F

Fairways at Tagalong Condominium Association, Inc. Trash and Recycling Guidelines – April 2022

The Association maintains a contract with **Republic Services** for collection of Trash only. It is important that members, guests, and tenants follow the guidelines.

Where are the waste receptacles?

- There are three areas on the grounds for the collection of Trash. These are located by Building 100, Building 200 and Building 400. These are enclosed areas. The doors should remain closed and latched at all times.
- These facilities are for the private use of members, guests and tenants—not the general public.

How often and when are pickups?

- During the busy summer months, the trash will be picked up twice a week. Pickups are less frequent during the off-seasons.

What goes into the trash?

- Food waste
- Glass – Bottles
- Plastic
- Paper and Newspaper
- Tin Cans
- Cardboard Boxes
- Cardboard Boxes must be broken down, ALL OTHER TRASH MUST BE BAGGED!

RECYCLING is possible through the Barron County Recycling Program.

Some recycling is done in Mikana. Please check that out.

What is not accepted at the dumpsters:

- Motor or automotive batteries.
- No item that contains FREON—TVs, dehumidifiers, freezers, refrigerators and microwaves.
- No electronics, no ashes or paint/stain.
- Rocks, dirt or yard waste.
- Large amounts of garbage other than normal or construction type materials need to be picked up at the owner's expense. You may call Republic Services to schedule a special pickup—# 715-549-3162.

Electronics to recycle in Wisconsin

The following electronics can no longer be put in the trash in Wisconsin, or sent to Wisconsin landfills and incinerators. These items should be reused, donated or recycled.

- TVs
- Computers (desktop, laptop, netbook and tablet computers)
- Printers (including those that scan, fax and/or copy and 3-D printers)
- Monitors
- Other computer accessories (including keyboards, mice, speakers, external hard drives and flash drives)
- E-readers
- DVD players, VCRs and other video players (i.e., DVRs)
- Fax machines
- Cell phones
- Major appliances, including air conditioners, clothes washers and dryers, dishwashers, refrigerators, freezers, stoves, ovens, dehumidifiers, furnaces, boilers, water heaters and microwave ovens

Many other types of electronics can also be recycled, especially items like stereo equipment, mp3 players, digital cameras and other hand-held devices. Check with your electronics recycler or collection site for a full list of what they accept. Some websites or stores may also offer small amounts of money if you trade in newer gadgets, like digital cameras smartphones and iPods.

Please call Republic Services directly for a quote and pick-up. #715-549-3162

Exhibit G

Fairways at Tagalong Condominium Association, Inc. Trailer and Boat Lift Parking User Fees

The Association permits parking for trailers and boat lifts for a User Fee. Trailers may be parked to the north of the Tayside Building and north of the Trailer Parking sign only from May 1 to September 30. Boat lifts may be parked north of the Trailer Parking sign from October 1 to April 30.

- A. Boat and other trailer parking allowed May 1 to September 30. No fee required for up to 72 hours. Weekly - \$10/wk., Monthly - \$20/mo., Season May to September - \$50.
- B. Boat lift parking allowed October to May for \$50.
- C. Owners must complete a Trailer/Boatlift Request Form and Permit from the Building 300 Service Counter and mail the form with payment in the pre-addressed envelope provided. The completed Permit ID Tag portion must be attached to the trailer tongue or front portion of the boat lift using the twist ties provided. It is the owner's responsibility to ensure directly or through your renting agent that this procedure is also followed by or on behalf of any Renters or Guests using their Unit. Any trailers or boat lifts left on the Association Property without proper Registration, ID Tag, and confirmation of payment are subject to removal from the property at the discretion of the Board of Directors.

Exhibit H

Fairways at Tagalong Condominium Association, Inc. Boat Slip Policy

1. General Information

- a. This policy is in reference to the existing 36 boat slips and any added in the future. This Policy excludes the 4 existing, privately owned boat slips in front of the Large Twin Homes, Buildings 900-904. This policy also includes personal watercraft and PWC access.
- b. The Highlander 200 and Lochaven 300 boat slips require the use of a boat lift or sea legs. The Tayside 400 slips do not require the use of a lift or sea legs. The North Docks do not accommodate the use of a lift or sea legs.
- c. The Highlander 200, Lockhaven 300 and Tayside 400 boat slips are generally put in by May 10th, weather permitting. Members in the Highlander 200 and Lockhaven 300 docks will receive an email when they are ready to put in your lift. **Do not put your lift in until you receive an email that they are ready.**
- d. Slips are available to members of the Association in good standing, that is, they must be current on payment of monthly general assessments and any special assessments.
- e. One boat slip can be rented per unit.
- f. The rental term is from April through October 31 of each year.
- g. The annual boat slip rent is \$1,000 or \$500 if the slip is assigned after August 1. The boat slip rent is non-refundable.
- h. The Operations Committee will review rental rates annually and recommend changes for the following year to the Board for approval before December 1.
- i. The member agrees to indemnify and hold harmless the Association for any liabilities, damage, and loss of personal belongings or theft which is made.

2. Boat Slip Requests and Assignments

- a. The Operations Committee manages the assignment of boat slips.
- b. A boat slip request form must be submitted to the Operations Director no later than February 1st. The boat slip request form is available on the website or may be requested from the Operations Director via email. Requests can be made anytime from November 1 to February 1.
- c. In the event a member decides to rent a slip after February 1 of the current year or becomes a new member of the Association during the current year, boat slips may be assigned and rented, if available.

- d. If there are no slips available, the member may elect to be placed on a waiting list for the following year.
 - e. Members will be billed for the amount due for the slip rent with payment due by March 31. If payment is not received by March 31, the slip may be assigned to another member.
 - f. If the member rented in the previous year, they will be given the opportunity to rent the same slip assigned the previous year.
 - g. If a member rented in the previous year but desires another slip, the Committee will consider the request and assign the slip based on availability.
 - h. After previous year slips have been assigned, slips will be assigned from the waiting list on a first-come, first-served basis.
 - i. New requests will be considered and assigned on a first-come, first-served basis after previous year and those on the waiting list have been fulfilled.
 - j. In the event there are insufficient slips to fulfill requests, the Committee may recommend purchase and installation of additional docks to the Board for approval.
 - k. Members will remain on a wait list on a first-come, first-serve basis.
3. Personal Watercraft (PWC)
- a. There are two (2) spaces available to dock a PWC. One on each end of the Tayside Dock. They require a lift or sea legs at the owner's expense. The member must follow the same procedures to submit a PWC space request and assignment as outlined in Section 2, Boat Slip Requests and Assignments. The annual PWC space can be rented for \$400 annually or \$200 if assigned after August 1.
 - b. Kayaks and paddleboards may be stored on the dock by owner assigned boat slip on a bracket approved by the Operations Committee to be installed and removed by the owner. No other kayaks or paddleboards can be stored on the dock unless on an approved bracket installed by the boat slip renter.
 - c. No other PWC can be moored at the docks.
4. Other Important Requirements
- a. Boat slips will be considered, but not guaranteed.
 - b. Members may not sublease or rent a dock slip or PWC space. The boat slip and PWC space is owned by the Association. A member may allow another member to use the boat slip or PWC space for no monetary exchange.
 - c. If a slip becomes unavailable due to an Act of God, the Committee will make every attempt to assign a new slip, but a new slip is not guaranteed.
 - d. Boat slips and PWC spaces do not transfer with the sale of a unit. A new unit owner will need to follow the procedures outlined above to obtain a boat slip or PWC space.
 - e. If a member sells their unit after March 31, the new owner may assume the assignment for the remainder of the current year providing the selling member paid for the current year. The new member will need to follow the procedures outlined above for the following year.

- f. If all slips are not rented, the Committee reserves the right to rent slips on a short-term basis at a rate recommended by the Committee and approved by the Board. Short-term rentals are only available to members, family and guests.

Exhibit I

Fairways at Tagalong Condominium Association, Inc. Board of Directors Ethics Statement

ETHICS STATEMENT FOR FAIRWAYS AT TAGALONG CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS

The Board of Directors of Fairways at Tagalong Condominium Association has adopted the following ethics statement for its board members. This statement is intended to provide guidance with ethical issues and a mechanism for addressing unethical conduct.

A. BOARD RESPONSIBILITIES

The general duties for directors are to enforce the association's governing documents, collect and preserve the association's financial resources, insure the association's assets against loss, and keep the common areas in a state of good repair. To fulfill that responsibility, directors must:

- Regularly attend board meetings,
- Review material provided in preparation for board meetings,
- Review the association's financial reports, and
- Make reasonable inquiry before making decisions.

B. BUSINESS JUDGEMENT

When a homeowner is elected to the board, he/she automatically becomes a Fiduciary and must follow the business judgment rule. That means the actions of a director must be in good faith, in the best interests of the association, and with prudent care. Stating you voted against the motion but support the board's decision is okay. Disrupting operations, attacking fellow directors and undermining an agreed-upon course of action are harmful to the association and falls outside the Business Judgement Rule. When that happens, disruptive directors face personal liability.

C. PROFESSIONAL CONDUCT

In general, directors must conduct all dealings with vendors and employees with honesty and fairness, and safeguard information that belongs to the association.

1. **Self-Dealing**. Self-dealing occurs when directors make decisions that materially benefit themselves or their relatives at the expense of the association. “Relatives” include a person’s spouse, domestic partner, parents, siblings, children, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law and anyone who shares the person’s residence. Benefits include money, privileges, special benefits, gifts or other item of value. Accordingly, no director or committee member may:

- Solicit or receive any compensation from the association for serving on the board or any committee,
- Make promises to vendors unless with prior approval from the board,
- Solicit or receive, any gift, gratuity, favor, entertainment, loan, or any other thing of value for themselves or their relatives from a person or company who is seeking a business or financial relationship with the association,
- Seek preferential treatment for themselves or their relatives,
- Use association property, services, equipment or business for the gain or benefit of themselves or their relatives, except as is provided for all members of the association.

2. **Confidential Information**. Directors are responsible for protecting the association’s confidential information. As such they may not use confidential information for the benefit of themselves or their relatives. Except when disclosure is duly authorized or legally mandated, no director may disclose confidential information. Confidential information includes, without limitation:

- Private personal information of fellow directors and committee members,
- Private personnel information of the association’s employees,
- Disciplinary actions against members of the association,
- Assessment collection information against members of the association, and
- Legal disputes in which the association is or may be involved--directors may not discuss such matters with persons not on the board without the prior approval of the association’s legal counsel. Failure to follow these restrictions could constitute a breach of the attorney-client privilege and loss of confidential information.

3. **Misrepresentation**. Directors may not knowingly misrepresent facts. All association data, records and reports must be accurate and truthful and prepared in a proper manner.

4. **Proper Decorum.** Directors are obligated to act with proper decorum. Although they may disagree with the opinions of others on the board or committee, they must act with respect and dignity and not make personal attacks on others. Accordingly, directors must focus on issues, not personalities and conduct themselves with courtesy toward each other and toward employees, managing agents, vendors and members of the association. Directors shall act in accordance with board decisions and shall not act unilaterally or contrary to the board's decisions.

D. WHEN CONFLICTS OF INTEREST ARISE

Situations may arise that are not expressly covered by this statement or where the proper course of action is unclear. Directors should immediately raise such situations with the board. If appropriate, the board will seek guidance from the association's legal counsel.

1. **Disclosure & Recusal.** Directors must immediately disclose the existence of any conflict of interest, whether their own or others. Directors must withdraw from participation in decisions in which they have a material interest.

2. **Violations.** Directors who violate the association's ethic's statement are deemed to be acting outside the course and scope of their authority. Anyone in violation may be subject to disciplinary action, including, but not limited to:

- Censure,
- Removal from committees,
- Removal as an officer of the board,
- Request for resignation from the board,
- Recall by the membership, and
- Legal proceedings.

Prior to taking any of the actions described above, the board shall appoint an executive committee to investigate the violation. The committee shall review the evidence of violation, endeavor to meet with the director believed to be in violation, confer with the association's legal counsel, and present its findings and recommendations to the board for appropriate action. The board shall endeavor to meet with the director in executive session prior to imposing disciplinary action against that person.

E. Acknowledgement

I acknowledge that I have read the Ethics Statement and understand my responsibilities as a member of the Board.

Signature: _____ Date: _____

Print name: _____