

WEST TOWNE CONDOMINIUM

RULES AND REGULATIONS

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OF
WEST TOWNE CONDOMINIUM

1. AUTHORITY.

- A. All Unit owners in West Towne Condominium, in addition to any other obligation, duty, right or limitation imposed upon them by the Declaration and Plat of West Towne Condominium, the Articles of Incorporation and the Bylaws of the West Towne Condominium Owners Association, Inc. (the "Association"), and the Condominium Act, shall be subject to and agree to abide by the following Rules and Regulations (the "Rules").
- B. These Rules may be reviewed periodically by the Board of Directors (the "Board") of the Association, and may be amended as necessary to better serve the members of the Association, as further provided in the Declaration and the Bylaws.

2. ENFORCEMENT.

- A. Complaints should be reported, in writing, to the Board or to an officer of the Association.
- B. Minor infractions will be called to the attention of the person or persons involved by the management company. Repeated infractions and violations of a more serious nature will be referred to the Board for action.
- C. Disagreements concerning complaints will be presented to the Board for adjudication and appropriate action, with enforcement by civil legal process, if necessary.
- D. So long as the Declarant is marketing Units to initial purchasers, the provisions of these Rules do not apply to Declarant's use or occupancy of any Units, Limited Common Elements, or Common Elements in the Condominium.

3. FACILITIES/GENERAL.

- A. The facilities of the Condominium are for the exclusive use of the Unit owners and lessees, and their guests and invitees. No guest or invitee of an owner or lessee may use the facilities unless accompanied by an owner or lessee.
- B. These Rules and Regulations shall apply equally to Unit owners and lessees, and their families, guests and invitees. The Unit owners, lessees,

their families, guests, and invitees agree to use the Units, Limited Common Elements, and Common Elements only in accordance with these Rules and such other reasonable Rules and Regulations as are promulgated from time to time by the Board of the Association for the use thereof.

4. **SINGLE-FAMILY RESIDENCE/CHILDREN/NUMBER OF OCCUPANTS.**

- A. No Unit shall be used for any purpose other than a single-family residence or dwelling.
- B. There are no restrictions with regard to children in residency, except all occupants under the age of eighteen (18) years shall conduct themselves in accordance with the Condominium documents under parental or guardian supervision.
- C. No Unit shall contain a number of occupants that is in excess of the number of occupants allowed under the applicable City of Madison zoning ordinances and regulations.
- D. The Association reserves the right to limit the number and length of stay of guests.

5. **USE AND SAFETY REGULATIONS.**

- A. No one shall permit any activity or keep anything in a Unit, the Common Elements, or the Limited Common Elements that would be a fire or health hazard or in any way tend to increase insurance rates.
- B. All Common Elements and Limited Common Elements must be kept free of personal property, rubbish, debris or other unsightly materials or anything that would present a safety hazard (with the exception of snow removal which is the responsibility of the Association).
- C. Unit owners and lessees shall be liable to the Association for the destruction, damage, or defacement of Common Elements or Limited Common Elements caused by their acts and omissions or the acts and omissions of their families, guests or invitees.
- D. Bicycles and other similar vehicles may be operated on the Condominium property, but must be kept in assigned areas when not in use.
- E. Roller blading/skate boarding is prohibited in all common areas.
- F. No smoking is allowed in those portions of the Common Elements within buildings. Persons smoking outside the buildings must stay far enough away from the buildings to prevent smoke from entering the buildings.

- G. Barbeque grills are allowed on first floor cement patios but are prohibited on structures such as decks or balconies and cannot be used within 15 feet of any combustible material.
- H. Dropping or throwing of any items from balconies is strictly prohibited. The only exception is for the removal of accumulated snow, which should be done with extreme caution to prevent injury or damage to persons or property below.
- I. Unit owners and lessees must maintain a reasonable amount of heat in cold weather to prevent damage to the property. A Unit owner or lessee will be liable for any damage caused by such Unit owner's or lessee's failure to maintain adequate heat.
- J. Unit owners are responsible for installing, maintaining and ensuring proper operation of smoke detectors in their Units.
- K. Unit owners who wish to use the fireplaces in their Units shall have the chimneys and fireplaces serving their Unit inspected on an annual basis, and shall provide a copy of the inspection report to the Association. Only fuel approved by the Association may be burned in the Unit fireplaces. Paper and other trash may not be burned in the Unit fireplaces at any time.

6. **EXTERIOR APPEARANCE.** To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:

- A. No occupant of a Unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any exterior surface of the Unit.
- B. No occupant may place any storm shutter, reflective film, awning or similar items on any balcony or exterior window or opening.
- C. No occupant shall cause any signs of any nature whatsoever to be posted or affixed to any of the limited common elements or common elements, to the exterior of a Unit, or to any windows.
- D. No occupant may erect or attach any structures or fixtures on the exterior of the building or in any of the Common Elements.
- E. No clothing, bedding or other similar items shall be dried or aired in any outdoor area or Common Element, or within the Unit or any Limited Common Element if same can be seen from the Common Elements or the exterior of the buildings.
- F. No draperies, shades, blinds, or the like shall be used except as shall have been approved by the Board of Directors. All draperies, shades, blinds, or

the like visible from the exterior of the building shall be white or off-white in color or shall have white or off-white linings.

- G. Antennas or satellite dishes may be installed only in accordance with FCC requirements and restrictions.
- H. Temporary seasonal decorations which are tasteful in nature and in good condition are permitted if they do not interfere with the integrity of the structures and do not obstruct or limit the use of or access to Common Elements.

7. **INTERIOR APPEARANCE.**

- A. All Unit owners shall keep and maintain the interior of their respective Units in good condition and repair, and shall promptly pay for all utilities which are separately metered to the Unit. All Limited Common Elements shall be kept clean and in good condition and repair by the Unit owners having the right of exclusive use thereof.
- B. No occupant may make any structural additions or alterations to any Unit, Limited Common Elements, or Common Elements without prior written consent of the Board. Any required permits must be obtained for approved additions or alterations, and copies of the permits must be provided to the Association before the commencement of work.

8. **SOLICITATION.** There shall be no solicitation by any person anywhere in the buildings or the Common Elements for any cause whatsoever unless invited by the Unit owner to be solicited, or specifically authorized by the Board.

9. **NOISE.** All occupants of Units shall exercise extreme care about making noises or using musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants. Designated "quiet" hours are 11:00 p.m. to 8:00 a.m.

10. **PETS.**

- A. The owner of each Unit may keep no more than one (1) pet, consisting of a dog or a cat weighing not more than 25 pounds, in his or her Unit. All dogs and cats must be neutered or spayed.
- B. All pets that require a license must be licensed and must wear the appropriate tags to prove that they have received the necessary shots as required by law. Animals on the property without tags will be picked up by the proper municipal authority, and any fees involved will be charged to the pet's owner.
- C. No pets may be housed, kenneled or kept in any Common Element or Limited Common Element. Pets may not be tied to a stake, chained on a balcony or patio, or otherwise left to roam in any Common Element or

Limited Common Element. No outside enclosures, cages, houses or runs shall be permitted.

- D. Any Unit owner who keeps a pet, or permits a pet to be kept in his or her Unit, shall be liable for all damage or injury to persons or property caused by such pet.
- E. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium.
- F. Pets must be leashed or carried under the owner's arm at all times while on the Condominium property outside of the Unit, and the pet owner shall immediately remove any animal droppings left by such owner's pet upon the Condominium property.
- G. Guests are not permitted to bring pets of any kind onto the Condominium property.
- H. Animal boarding or kenneling is expressly prohibited, whether or not for a fee.

11. **GATEHOUSE BUILDING.**

- A. The Gatehouse Building is for the use of Unit owners and lessees and their guests and invitees. Unit owners and lessees are responsible for guest and invitee behavior.
- B. A Unit owner or lessee may reserve the meeting and gathering spaces within the Gatehouse Building, as well as the sport court and outside gathering area, for private use by such owner or lessee and their families, guests and invitees. The Board may establish reasonable procedures and fees applicable to the reservation of space in the Gatehouse Building for private use.
- C. No animals of any kind are permitted in the Gatehouse Building.
- D. Gatehouse Building hours are from 8:00 a.m. to 11:00 p.m.

12. **GARBAGE/REFUSE.**

- A. All garbage and refuse shall be deposited with care in garbage dumpsters intended for such purpose only at such times and in such manner as the Board will direct. Refuse and bagged garbage shall be deposited only in areas provided for such purposes. If recycling bins are provided for newspapers, plastics, bottles and cans, recycled items shall be sorted and placed in such bins.

- B. Any owner or occupant who places for pickup and collection bulky items such as discarded household furniture and appliances will be charged an appropriate collection fee by the Association which shall not exceed the actual cost incurred by the Association for such pickup and collection.

13. **ACCESS.**

- A. The Association will retain a pass key to each Unit. No Unit owner shall alter any lock or install a new lock on any door without the advance written consent of the Board. In the event a new lock is installed, the Unit owner shall provide the Association with a key for use by the Association pursuant to its right to access each Unit under the terms of the Declaration.
- B. Except in case of emergency, the Association shall give notice of entry into a Unit or Limited Common Elements at least twelve (12) hours in advance of such entry. Notice may be written or given orally in person or over the telephone (including leaving a message on an answering machine or voice mail service).

14. **FOOD AND BEVERAGES.**

- A. Food and beverages may be consumed in the Common Elements. Unit owners are responsible for leaving the Common Elements in a clean condition.
- B. Outdoor cooking is restricted to areas designated for that purpose.
- C. No glass containers may be used in the Common Elements.

15. **VEHICLES AND PARKING.**

- A. No trucks (except pickups used primarily as personal transportation) or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the Common Elements or Limited Common Elements unless approved by the Board. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services.
- B. Automobiles shall be parked only in the parking spaces established for such purpose. Each Unit shall have a space designated for that Unit as a Limited Common Element. No one may park in a Unit's designated space without the express permission of the Unit's owner. As further set forth in the Declaration and the Bylaws, the Association Board of Directors shall establish procedures under which the Owner of a Unit who does not wish

to use his or her parking space may rent that space, but only through the Association and only to the Owner of another Unit.

- C. Inoperable vehicles are not permitted to be stored or parked on the Condominium property. All vehicles must be maintained and operated at all times in such a manner so as not to create a nuisance due to noise or exhaust emissions.
- D. If an illegally parked vehicle is not removed from the Condominium property within 48 hours of notice to owner, said vehicle will be removed by towing at the owner's expense.
- E. All vehicles must be moved as necessary to allow for snow removal.
- F. All vehicles parked or operated on the property must have current valid license plates, and be legally registered by an appropriate state authority.
- G. The speed limit on the property is 10 mph.
- H. The repairing of vehicles on the premises is not permitted at any time.



BAER



ERIE
INSURANCE
GROUP



INSURANCE PROPOSAL
PREPARED FOR:
West Towne Condominiums
501 Douglass Dr
Madison, WI 53717

PRESENTED BY:
Steph Heller
PO BOX 46490
MADISON, WI 53744
(608)442-3402

DISCLAIMER - The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. Please read your policy for specific details of coverages.

**BUILDINGS COVERAGE FOR
APARTMENTS AND HABITATIONAL CONDOMINIUMS**

Your buildings will be insured for the amount indicated below and you'll receive the benefit of all the features outlined in this section.

Location #1-1 to 1-11: Blanket \$4,138,800

- ERIE's broad building definition, in addition to covering your buildings, includes permanent attachments to the buildings, building equipment and fixtures servicing the premises, personal property you have for the service and maintenance of the building, and building glass and glass wall cabinets including lettering, ornamentation and burglar alarm foil.
- "All Risk" building coverage provides complete protection for any cause of loss, including theft, except as specifically excluded in the policy.
- Losses to your buildings will be adjusted on a replacement cost basis which eliminates any deduction for depreciation.
- You will not be penalized for non-compliance with the standard coinsurance clause because this policy does not contain one.
- To help assure you of an adequate amount of insurance for your buildings, ERIE will make an automatic annual adjustment to your building amount to reflect change in construction costs. Change in construction costs will also be considered at the time of a loss to increase your coverage, if necessary, at no additional cost to you.
- Your building deductible is \$5000.
- A \$200 deductible applies to glass.

MECHANICAL AND ELECTRICAL BREAKDOWN

Coverage is provided for your boilers, pressure vessels, refrigeration systems, piping, and mechanical and electrical machines or apparatus used for the generation, transmission or utilization of mechanical or electrical power.

RENTAL INCOME PROTECTION FOR APARTMENTS AND HABITATIONAL CONDOMINIUMS

Because the income derived from your business is of vital importance to you, rental income protection coverage has been included in your policy. This important coverage benefits you in the following ways:

- It guarantees your rental income to continue for up to 12 consecutive months if damage to your buildings or business personal property interferes with normal operations.
- During the critical seven-day period after a loss, ERIE will advance up to \$100 per day while you are determining your actual loss.
- You will be reimbursed for extra expenses incurred to continue nearly normal operations.
- During the 30-day period after you resume the operation of your business, ERIE provides coverage for your loss of income if business is not at the level you experienced prior to your loss.
- No deductible applies to this coverage.

**SUPPLEMENTAL PROTECTION FOR
APARTMENTS AND HABITATIONAL CONDOMINIUMS**

Your ERIE policy is a comprehensive protection package. It includes all of the following important coverages as additional amounts of coverage:

VALUABLE PAPERS AND RECORDS

Pays up to \$25,000 for the extra expense of reproducing your valuable papers, records and computerized data.

ACCOUNTS RECEIVABLE

Pays up to \$25,000 for accounts which are uncollectible because of an insured loss to your records. ERIE's payment will include expenses to reconstruct records, interest on temporary loans and extra collection expenses.

MONEY AND SECURITIES

Pays up to \$10,000 for loss caused by an insured peril to money and securities which are on your premises or within a bank. Burglary losses will be limited to \$1,000 unless the money and securities are contained within a locked safe or vault. ERIE will pay up to \$10,000 for destruction of money and securities and up to \$10,000 for money and securities lost while being conveyed by messenger.

CHECK FORGERY OR ALTERATION

Pays up to \$2,500 for loss caused by check forgery or alteration of checks issued by you or to you. A \$200 deductible applies.

COUNTERFEIT MONEY

Pays up to \$500 per workday for loss from acceptance of counterfeit money. A \$200 deductible applies.

EMPLOYEE DISHONESTY

Pays up to \$10,000 for loss of money, securities, or business personal property by dishonest or fraudulent acts of your employees. A \$200 deductible applies.

EXTERIOR SIGNS, LIGHTS AND CLOCKS

Pays up to \$5,000 for damage to your exterior signs, lights and clocks.

PERSONAL ARTICLES

Pays up to \$5,000 for loss to personal articles you and/or your employees own.

NEWLY ACQUIRED PROPERTY

The following extension of coverage is provided for newly acquired or constructed property, for 90 days after acquisition or the start of construction.

- Pays up to 50 percent of your building coverage limit, not to exceed \$500,000, for damage to your newly acquired buildings or newly constructed additions, buildings and structures.
- Pays up to 25 percent of your business personal property coverage limit, not to exceed \$250,000, for damage to your newly acquired business personal property.
- Pays up to one month's actual business loss, not to exceed \$250,000, for your loss of rental income due to damage to your newly acquired buildings and/or business personal property, and new additions, buildings and structures.

TRANSPORTATION

Pays up to \$25,000 for loss to business personal property caused by specified perils while being transported. This extension includes \$5,000 for loss caused by theft, and \$1,000 coverage for loads and equipment.

PROPERTY IN DANGER

Pays for loss to business personal property which you have moved to protect from damage. Coverage will apply for a 30-day period.

DEBRIS REMOVAL

Pays up to 5 percent of the total coverage amounts for your buildings and business personal property, plus \$10,000, for clean up after a loss.

DEMOLITION COST

Pays up to \$15,000 to demolish and remove undamaged portions of your building required by local building codes.

LOSS ADJUSTMENT EXPENSE

Pays up to \$1,000 for expenses involved in the preparation of data, inventories and appraisals after an insured loss.

FIRE DEPARTMENT SERVICE CHARGE

Pays the fire department service charge incurred as a result of an insured loss.

FIRE EXTINGUISHER RECHARGE

Pays the expense you incur to recharge portable fire extinguishers after they are used to fight a fire.

POLLUTANTS, CLEAN UP AND REMOVAL

Pays up to \$10,000 to cover the cost of removing pollutants from land or water on the insured premises if their release, discharge, or dispersal was caused by an insured peril.

FINE ARTS

Pays up to \$10,000 for damage caused by an insured peril to your fine arts.

ARSON REWARD

Pays up to \$7,500 as a reward for information leading to arrest of a person who is convicted of committing an act of arson resulting in damage to covered property.

BUILDING ORDINANCE AND LAW COVERAGE

Pays up to \$10,000 for costs you must incur to upgrade the construction of your building because of a law or ordinance.

DATA, MEDIA AND RECORDS COVERAGE

Pays up to \$10,000 for loss or damage to your duplicate data, media and records stored off premises. A \$200 deductible applies.

ELECTRONIC DATA PROCESSING EQUIPMENT

Pays up to \$15,000 for mechanical and electrical breakdown of your electronic data processing equipment, including loss caused by a computer virus.

KEY REPLACEMENT

Pays up to \$2,500 for the replacement of keys and locks, if the keys are stolen during a theft loss.

TEMPORARILY OFF-PREMISES (SECONDARY LOCATION)

Pays up to \$25,000 for coverage of your business personal property while at another location that you do not own, lease or operate and for not more than 60 days. Also provides up to \$2,500 coverage for salesmen's samples.

**ADDITIONAL PROTECTION FOR
APARTMENTS AND HABITATIONAL CONDOMINIUMS**

Your policy includes coverage for the following items and situations. The coverage amounts for buildings and business personal property are not increased.

Electrical Service Panels
Fences
Shrubs
Walks
Lawns
Unattached Outbuildings
Plants

Tennis Courts
Refrigerated Items
Inground Swimming Pools
Temperature Change
Trees
Moving

**OPTIONAL PROTECTION FOR
APARTMENTS AND HABITATIONAL CONDOMINIUMS**

When marked, the following coverage has been included in your policy to increase your protection and meet your specific needs:

- ☐ Named Perils Protection
- ☐ Earthquake Coverage
- X Condominium Coverage
- ☐ Condominium Additional Property Provisions Coverage
- ☐ Inland Marine Coverage
- X Other: Sewer Backup \$5,000 with a \$500 deductible for each building

LIABILITY PROTECTION FOR APARTMENTS AND HABITATIONAL CONDOMINIUMS

Protects you when you are liable for bodily injury, property damage, or personal and advertising injury arising from your business operations.

This coverage includes:

- Bodily Injury and Property Damage
- Personal and Advertising Injury including Libel, Slander, False Arrest, Wrongful Detention or Imprisonment, Defamation of Character, Malicious Prosecution, Wrongful Entry or Eviction, Invasion of Privacy, or Humiliation caused by any of the above
- Employees Covered as Additional Insureds
- Products and Completed Operations
- Medical Payments
- Fire Legal Liability
- Blanket Contractual
- Broad Form Property Damage
- Host Liquor Liability
- Incidental Medical Malpractice
- Newly Acquired or Formed Organizations
- First Aid Expense
- Claims Expense
- Independent Contractors Coverage
- Non-owned and Hired Automobile
- Auto Keepers Liability
- Volunteer Worker Medical Payments

**LIABILITY LIMITS FOR
APARTMENTS AND HABITATIONAL CONDOMINIUMS**

Bodily Injury and Property Damage, Personal and Advertising Injury Liability and Medical Payments Limits

\$1,000,000 Each Occurrence – Applies to Bodily Injury and Property Damage Liability, Fire Legal Liability and Medical Expenses.

\$1,000,000 Any One Premises – Fire Legal Liability

\$5,000 Any One Person - Medical Payments

\$1,000,000 Any One Person or Organization – Personal and Advertising Injury

\$2,000,000 General Aggregate Limit – All coverages except Products/Completed Operations

\$2,000,000 Products/Completed Operations Aggregate Limit

**ULTRASURE PACKAGE POLICY FOR PROPERTY OWNERS
FOR APARTMENTS OR HABITATIONAL CONDOMINIUMS**

PREMIUM

Total Package Premium	\$6566
Total Umbrella Premium	\$410

*Please see Terrorism Disclosure
Erie's Underwriting requirements:

- Units must have Carbon Monoxide Detectors
- Pet policy must restrict size, certain breeds, and number of pets
- Rules must be consistent with Madison Fire Department Ordinances regarding grilling on decks.

This proposal is not an insurance policy. It is only intended to provide a general description of ERIE's Ultrasure Package Policy for Property Owners for Apartments or Habitational Condominiums. The policy contains the specific details of the coverages, conditions and exclusions. Your ERIE Agent can offer you professional advice and answer any questions you may have before you buy.