

## **Junction Point Condominium Condominium Rules and Regulations**

The following Rules and Regulations are adopted on behalf of Junction Point Condominium for the purpose of assuring that the Condominium shall be operated in an efficient and orderly manner. In furtherance of this purpose, all Unit Owners and other residents/tenants shall have an affirmative duty to maintain all property of the Condominium in a neat and orderly condition and shall abide by the following rules and regulations, which may be amended from time to time by the Association.

### **Residential Unit Rules – General.**

Under the broad guidelines and authority of the Declaration and Bylaws, the following rules apply to the use of the Condominium by the Residential Unit Owners, their tenants, guests, agents and invitees:

1. No one shall bring to or maintain at the Condominium any product or material or engage in any activity at the Condominium that is dangerous or harmful to person or property, is offensive, constitutes a nuisance or unreasonably interferes with the use and enjoyment of the Condominium by others, or conflicts with the proper exercise of the control and authority vested in the Association, its Board of Directors, the manager, and other Unit Owners and residents.
2. No items shall be stored in the underground parking area unless contained within the unit's designated storage area. (approved by BOD 3/12/2024)
3. Door mats outside unit doors and decorations/signs contained to a unit owner's door are allowed. Any other decorations or items owner wishes to be left in the hallway require Board approval. (approved by BOD 3/12/2024)
4. There may be no solicitation for the sale of goods or services or for donations at the Condominium unless approval has been given by the Association's Board of Directors.
5. Except as provided herein, these rules and the provisions of the Declaration and Association Articles of Incorporation and Bylaws apply to all persons who own or lease Residential Units at the Condominium or make any use of it.
6. Residential Unit Owners are responsible for compliance with these rules by all persons (family guests, visitors, tenants, and invitees) using the Condominium with their permission or at their invitation and further are responsible for any damage done by such persons to the Common Elements or other owners' Units.
7. These rules may be amended by the Association's Board of Directors except as provided herein. Except for rules declared to be emergency rules, amendments shall be effective five days after they are mailed or delivered to all Residential Unit Owners.
8. All Residential Units, whether occupied or vacant, shall be heated to a minimum of 56°F during winter months.

## **Residential Unit Rules - Limited Common Elements.**

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9. **Maintenance of Unit.** Each Residential Unit Owner shall promptly perform or shall have promptly performed all maintenance and repair work within its/his/her own unit, which work, if omitted, would adversely affect any common elements or limited common elements, any portion of the condominium property belonging to other Unit Owners, or the condominium property as a whole, and each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender. Additionally, unit owners are to have their HVAC unit serviced every two years including having the condensate line cleaned out for the AC. Proof of service is to be given to the Board of

Directors.

10. **Window Coverings.** The hanging of garments, rugs, and similar articles from the windows or from any other facade of the condominium property shall not be allowed. No sheets shall be used for window coverings unless on a temporary basis for a reasonable period of time while awaiting the delivery of ordered draperies or curtains. All window coverings must have white backs so as to preserve a uniform appearance from the exterior of the Condominium.
11. **Noise.** Unit Owners shall exercise care and consideration when using musical instruments, radios, televisions, and amplifiers, and in their general conduct, so as not to disturb other Unit Owners and residents.
12. **Satellite Stations.** No satellite receiving systems or stations or exterior antennae of any kind shall be maintained on a Unit or upon the Common Elements, except for any master antennae or systems and except as otherwise provided in the Declaration.
13. **Signs.** No person may post any advertisement, poster or sign of any kind on the exterior of a Residential Unit or in the windows of a Residential Unit, except for a single "For Sale" sign not to exceed 2' by 2' in size and except as permitted by the Board of Directors or when required by law; provided, however, that any sign permitted by the Board of Directors or required by law shall not under any circumstances be larger than 2' by 2'.
14. **Exterior Walls, Doors and Balconies.** A Unit Owner or resident shall not cause anything to be affixed or attached to, hung, displayed or placed on exterior walls, doors, balconies or windows of a Residential Unit. Unit owners are responsible for the care and maintenance of their balcony which includes cleaning and staining as needed.
15. **Grills.** Wisconsin law prohibits the use of open-flamed grills (whether charcoal or propane) on balconies or decks in multi-family housing.

16. **Access.** The Association shall have the right of access to any Unit to make emergency repairs necessary to protect the common elements or other Units.

**Rules - Common Elements.**

17. **Walls.** Unit Owners are granted an invasive easement into the common element walls and ceilings of their Units for purposes of hanging or suspending pictures, mirrors, plants and similar items of interior decoration; provided the exercise of this easement does no structural damage, does not interfere with the reasonable use of the common elements or Units of the Condominium by others authorized to use them; and further provided the Unit Owner or its successor in title shall be responsible for the repair, to the satisfaction of the Association, of any damage to the common elements from the exercise or termination of the exercise of this easement.
18. **Usage.** No use shall damage or interfere with the operation or maintenance of the common elements or unreasonably interfere with others' permitted use of them.
19. **Parking.** No Residential Unit Owner shall have parked on the Common Element parking spaces, if any, a vehicle used by its visitors overnight for a period of more than seven (7) consecutive days or for more than ten (10) days in any consecutive thirty (30) day period. Furthermore, no Residential Unit Owner may park at any time in the parking area that is a Limited Common Element appurtenant to the Commercial Unit. Trailers, campers, recreational vehicles, all terrain vehicles, snow mobiles, motorcycles, boats, buses, trailers and other large vehicles may be parked on the Property only if parked in the parking space assigned as a Limited Common Element appurtenant to the Unit. Unless so parked in a Limited Common Element parking space, no such vehicle may be parked on the Property.
20. **Vehicles.** No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.
21. **Pets.** No more than two household pets (two (2) cats per Unit, or two (2) dogs per Unit (said dogs not being more than thirty-five (35) pounds in weight each), or one (1) cat and one (1) dog per Unit (said dog not being more than thirty-five (35) pounds in weight)) may be kept at the Condominium by those owning or occupying any individual Residential Unit. As used in this rule, "household pets" shall include dogs, cats, fish, and caged birds. All pets must be kept indoors at all times. The restriction on the number of pets does not apply to fish. Pet owners shall keep their pets from creating a nuisance or noise at all times.

In Common Areas – Any time pets are in the common area, including common area lawns, they must be accompanied by their owner and must be leashed or transported in a secure pet-carrying cage. Pets are not permitted in the Central Elevator.

Damage to Property – Owners are responsible for the repair and/or replacement cost of any common area damage caused by their pet or a pet belonging to their renters or visitors. This includes, but is not limited to, damage to lawns, gardens, hallways, stairs, and carpeting. In addition, pet waste requiring extra cleanup must be done by the pet owner or designee.

Pet Waste – Pet waste must be removed from common area lawns immediately. Animal waste must be bagged and disposed of in a dumpster – animal waste or litter cannot be put into the trash chute. (approved by BOD 3/2024)

22. **Garbage.** No garbage, refuse, trash or rubbish shall be disposed of except as permitted by the Association. If you need to dispose of large items, there are two options open to you:

1. Contact the City of Madison for large item pick up. Go to the website for the City of Madison Streets and Recycling. Click on large items pick up and then on the form indicated, complete it and send it.
2. The other option is to take them to the city dump located at 4602 Sycamore Ave. Owners or tenants caught disposing of non-approved items will be assessed a fine and the cost to remove item from the garbage area

Trash chutes are located at the ends of each hallway to be utilized for trash disposal. Trash must be contained within a secured trash bag before being placed in the chute. The following items are NOT permitted in trash chutes:

- Pet Waste (including litter); must be bagged and placed directly into dumpster.
- Recyclable materials
- Any item that doesn't easily fit (such as pizza boxes), and no Styrofoam

Recycling bins are located on every floor. DO NOT overfill the cans; please utilize another bin, walk your recycling to the trash room or hold the recycling in your unit until there is bin space. Large boxes can be broken down and stacked neatly beside the cans. (approved by BOD 3/2024)

23. **Unit Rental.** No portion of a Residential Unit other than the entire Unit may be rented, and no Unit may be rented for hotel or transient purposes. All leases must be in writing, with a copy to the Association. All leases shall be for an initial term of not less than one (1) month and shall be in compliance with the terms and provisions set forth in the Declaration of Condominium. No Unit shall be subjected to or used for any fractional interest ownership, cooperative, licensing or other arrangement that would entail weekly, monthly or any other type of revolving or periodic occupancy by multiple unit owners, cooperators, licensees or fractional interest owners. Air BnB's are prohibited.
24. **Damage to Common Elements.** All damage to common elements or limited common elements caused by the moving or carrying of articles thereon or caused by any other action shall be the responsibility of, and shall be paid for by, the owner or person causing such damage. Nothing shall be done or kept in any Unit or in or on the Common Elements which will increase the rate of insurance for the Condominium, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept

in a Unit or in or on the Common Elements which will result in the cancellation of insurance on the Condominium or which would be in violation of any public law, ordinance or regulation. No waste will be committed in, on or to the Common Elements.

25. **No Smoking on Common or Limited Common Elements.** No unit owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, licensee, guest, friend, or family member, anywhere on the common elements or limited common elements of the Condominium property. For purposes hereof, smoking shall include the inhaling, exhaling, breathing, carrying, or possessing of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco or marijuana, or other similar heated or lit product (e.g. e-cigarette) whether or not containing tobacco or marijuana. The “common and limited common elements” include, but are not limited to, decks, patios, driveways, underground parking garage, common area hallways, the deck area by the pool, fitness center, community room, and common area sidewalks. No smoking can take place within twenty (20) feet of any Junction Point Condominium entrance or exit.
26. **Community Room usage:** A \$50 returnable, reservation deposit is required. The deposit will be returned after an inspection is made to determine that the room was left in substantially the same condition as it was obtained.
- “Quiet time” begins at 10 PM each night. Please be considerate of other owners/residents. Guests leaving should be quiet in the outside area and not leave any litter in the parking lot.
  - Smoking is not permitted in the community room or within 100 feet of the entrance doors (Madison city ordinance). No candles, incense or open flame is allowed in the community room.
  - Owner/ resident reserving the room is responsible for the conduct of all their guests. Those reserving the room must be present at all times during the reservation.
  - Consumption of alcohol by minors is not allowed. Sale of alcohol is not allowed. No alcohol can be consumed in the parking lot or lobby area.
  - Please use the restrooms for diaper changing of young children.
  - Use of the pool is not included in the reservation. Pool can be used by other owners/residents at any time. The main lobby is also not part of the community room reservation.
  - Room capacity is 60 people. No pets allowed.
  - Please do not use tacks or nails on any walls. Any damage to walls, caused by tape for decorations, etc. will come out of room deposit.
  - All trash and recycles must be bagged and removed from the room and placed in the outside bins at the either end of the building. Please separate trash and recycles.
  - The sink, stove, microwave and refrigerator must be cleaned and all food removed from the room. The carpet must be vacuumed and the floor swept.
  - Men’s and women’s rest room should also be checked for trash on the floor, etc.
  - The door, to the main lobby from the community room, must be kept closed, as a consideration to other owners/residents, to limit noise and food smells from entering the lobby and elevator shaft.

27. **Move in/out procedure:** All new owners are required to submit a \$100 nonrefundable check to the association to cover repairs caused by move-in and move out procedures. Any owner who leases their unit is required to submit a \$100 nonrefundable check to the association per new lease agreement to cover any move-in/move out repairs.
- Only the north and south end elevators are to be used when moving items in and out of the building. To obtain a key to the elevator doors, please contact the management company.
  - Security doors are to remain closed except during times of ingress and egress.
  - If damages caused by moving in or out exceed \$100, the owner responsible will be held accountable for the cost of repairs.
  - Any debris left in hallways, elevators or on any of the common elements is to be disposed of by the owner/tenant. Owner/tenant is responsible for the disposal of any large items. Please contact our refuse company or management company for disposal of these items. DO NOT PLACE IN DUMPSTERS OR BY TRASH RECEPTICALS.
  - Move-ins and move-outs shall occur between the hours of 8:00am and 7:00pm.
  - No items may be delivered or moved through the lobby area.
  - All deliveries are to be delivered through the north and south elevators.
28. **Club Room, Exercise and Pool/Spa Facilities.** See attached Exhibit A.

**EXHIBIT A**  
**JUNCTION POINT**  
**RECREATIONAL FACILITIES RULES AND REGULATIONS**  
**LIABILITY WAIVER ADDENDUM**

The Community Room, Pool and Exercise Room may be used only by Residential Unit Owners, their tenants and guests. These facilities are not for the use of the Commercial Unit Owner, its tenants or licensees.

A. Liability Wavier – Section A also applies to Sections B, C and D.

- 1) Residential Unit Owner/Resident agrees to the following rules and regulations policies in regard to the property's recreational facilities. The policies have been set up to help ensure the safe operation and use of the recreational facilities.
- 2) Residential Unit Owner/Resident agrees that the owners, management, maintenance, and employees associated with the operation of the below stated property shall not be held liable for any bodily injury, medical problems, losses, accidents or damages that result directly or indirectly from the use of the property's recreational facilities. Residential Unit Owner/Resident agrees to use all facilities at their own risk.
- 3) Residential Unit Owner/Resident agrees/understands that the owners, management, maintenance, and employees associated with the operation of the below stated property make no representation nor expressed or implied warranties as to the quality of the equipment/recreational facilities.
- 4) Residential Unit Owner/Resident agrees that all persons residing with or visiting Residential Unit Owner/Resident will be informed of and are subject to the same rules, regulations and liability waiver. If they do not agree to the policy and liability waiver, they are not authorized to use the recreational facilities. Residential Unit Owner/Resident is limited to two (2) guests at any one time – Residential Unit Owner/Resident must have management's authorization for exception to the two (2) guest rule. Residential Unit Owner/Resident must accompany guests at all times while using the recreational facilities.
- 5) Any person under the age of 18 must be accompanied and supervised at all times by an adult while using any recreational facility.

**Management reserves the right to bar individuals from further use of recreational facilities at its own discretion if any of the below are violated. Residential Unit Owner/Resident agrees to take reasonable care and clean up after use of the facilities.**

B. Clubhouse Community Room Provisions.

- 1) The community room shall be reserved on a first-come, first-serve basis.
- 2) If alcohol is served, it is the Residential Unit Owner/Resident's responsibility to not serve minors (refer to Section A.2)

- 3) Residential Unit Owner/Residents are responsible for guest conduct. Noise levels should be kept to a minimum.
- 4) Residential Unit Owner/Resident will not allow gatherings to exceed maximum occupancy.
- 5) Each Residential Unit Owner/Resident shall pay a fully refundable deposit for rent and complete a separate rental agreement for use of the community room.

C. Clubhouse/Pool Deck/Whirlpool Provisions.

- 1) Use facilities at your own risk. There is no lifeguard on duty.
- 2) Diving is not permitted.
- 3) Residential Unit Owners/Residents are prohibited from bringing food, glass containers or materials that might create hazardous conditions or interfere with efficient operation of the facilities. This includes air mattresses and large inflatables.
- 4) All persons are required to shower before entering the facilities.
- 5) Proper bathing attire is required. (Example: No cut offs)

D. Exercise Area Provisions.

- 1) Accessible to Residential Unit Owners/Residents with pass key 24 hours per day.
- 2) Exercise at your own risk.



