Elmwood Terrace Condominium Rules and Regulations 2025

The Elmwood Terrace Condominium rules and regulations are controlled by the following authorities including but not limited to Wisconsin Code of Laws Condominium Act §703 as amended 2025, Elmwood Terrace Declaration of Condominium, Articles of Incorporation, Bylaws, Approved Protocols, Insurance restrictions per policies, City of Lake Geneva Fire Department, City of Lake Geneva ordinances, and other state and federal laws as applicable. A violation of any of the foregoing authorities is considered a violation of the Elmwood Terrace Condominium Rules and Regulations.

Every condominium community needs a framework of rules that allow Owners to have reasonable expectations and so that those expectations can be met. The rules delineated herein are intended to be that framework for our community and are drafted with the hope that we will all respect others just as much as we want others to respect us. The Board of Directors asks that these rules be willingly and voluntarily followed by all Elmwood Terrace Owners, residents and guests. These guidelines are written with the understanding that every Owner at Elmwood Terrace bought their property fully knowing that living in close quarters requires compromise to get along and to preserve the peace. It is hoped that the rules herein are self regulating, without the need to take formal steps to enforce these rules.

The Elmwood Terrace rules are drafted with the intent to protect the welfare of all residents and their guests, as well as to ensure that the Elmwood Terrace Condominiums remain a high quality property, providing a high standard of living.

Be assured that our condominium rules are intended to:

- Benefit all owners
- Enhance the quality of our condominium living
- Ensure the comfort and safety of all residents and guests
- Preserve the attractiveness of the property
- Protect the financial equity of each Owner

As of July 1, 2007: Anyone purchasing an Elmwood Terrace Condominium must be the resident. *Rentals are not permitted.*

For Owners who owned their unit prior to July 1, 2007, who are already renting their unit: leases must be for no less than 12 months and a copy of the lease must be submitted to the Board before a tenant moves in. Once a rental unit is sold, no further rentals are allowed in that unit. A copy of the Elmwood Terrace Condominium Rules and Regulations, and all other applicable written rules must be given to the prospective tenant by the Owner prior to the tenant moving in. Owners are responsible for the actions of their guests and their tenants.

Owners may allow only immediate family members to individually use their unit on an extended basis. For purposes of this rule, immediate family is determined to be parents of the primary unit owner (or trustee), siblings of the primary unit owner (or trustee) and children of the primary unit owner (or trustee). All other parties are considered as rental tenants, even if no lease is signed and no money is transacted. As such, tenants outside of immediate family are not allowed to stay in a unit for an extended basis of over two weeks. For immediate family members, a copy of the Elmwood Terrace Condominium Rules and Regulations and all other applicable written rules must be given to the family member, prior to the family member moving in. Owners are responsible for the actions of their family members. *Owners who violate this rule are subject to daily violation fines dating back to the first date of* residence.
Wi Stat §703.315 et seq. Dec.A-22

ASSESSMENTS / DUES

Monthly dues are due to be received on or before the 1st of the month. As of the date of this writing, the one bedroom unit's dues are $450.00 per month. The two bedroom unit's dues are $530.00 per month. The amount of monthly dues is determined by the actual cost to maintain the property with its amenities, including the need to set aside money to reasonably fund reserve accounts. It is legally mandatory that reasonable reserves be maintained to adequately provide for significant infrastructure repairs and replacements as needed. As far as is possible, funding for those reserves shall come from monthly dues. When the monthly dues are insufficient to fund the reserve account then a special assessment will be implemented. Owners should understand and expect that as the cost of maintaining the condominium property rises each year, so also the amount of the monthly dues will rise accordingly each year. Wi Stat §703.16(2) et seq.

In order for Elmwood Terrace to meet its financial obligations, it is imperative that all dues and fees be paid in a timely manner. Therefore, a late fee of $100.00 plus 14% interest will be charged for any payment received by management after the due date. Nonpayment of any fees owed to Elmwood Terrace may result in possible foreclosure of the unit. Wi Stat §703 .165 et seq. Dec.A-12,23. BL.C-12,14

For all other fees assessed or charged by the Association please see the attached fee notices.

REPORTING ISSUES

All Owners should keep an eye out for the needs of our community. Whenever an Owner knows of an issue that needs to be addressed, the Owner should report the issue as follows:

For Emergency Concerns:

If it is an Emergency Call 911.

For example: FIRE or emergency medical need, etc... .

For Immediate Attention Concerns:

If there is no emergency but there needs to be Immediate Attention then Call our Management Company to make a report.

For example: broken pipe dripping water where it shouldn't be dripping, heat is not working, electric service not working, trash chute clogged, etc... .

For General Maintenance Concerns:

If it is a general maintenance issue or any other issue that does not require immediate attention, then please write out a request and put it in the drop box in the laundry room.

For example: hall light is burned out, an owner has a grill near the building, someone is stacking trash outside the trash dumpsters etc... .

Please completely fill out the request, including date, your name, your unit number, your phone number and specifically describe your concern. Please put the request in the laundry room drop box. We intend to check this box regularly. We will add your request to all other maintenance requests and will try to handle that concern as we are able. If you don't write it down, we will not be able to follow up on your concern.

DISTURBANCES

Nothing shall be done that causes a disturbance to other residents. Offensive activities, obnoxious activities, bullying or unlawful activities are not allowed anywhere on the property.

Offensive activities include but are not limited to: pipe, cigar, cigarette or vaping fumes, running or fast walking in the hallways or in the stairwells, leaving personal items in the common areas, loud noises - for example loud music,TV, video games, and loud talking. To prevent loud noise please use headphones for all loud music, TV or video games.

If whatever you are doing negatively affects another resident, then that means you have caused a disturbance, whether you intended to or not. Please consider others when doing anything that could affect a neighbor's peaceful enjoyment of their unit.

UNIT ACCESS

When necessary, representatives of the Board of Directors or the association's management team shall be entitled to reasonable access to each individual unit to conduct essential safety inspections, maintenance, repair or replacements to common system elements or to address emergencies. All residents are required to leave a set of keys to their unit with the Board of Directors to be used to access their unit. Such access shall be conducted only when necessary. If a key is not provided, all damage caused to the unit to gain access in the event of an emergency, is the unit Owner's responsibility.

Dec.A-17

UNIT USE

The maximum number of residents per unit shall be (2) persons per bedroom. All children must be supervised.

Owners and residents may NOT connect any machine, appliance, accessory or any other equipment to the heating or plumbing system or to any of the common or limited common elements. This specifically includes (but is not limited to) that clothes washers are prohibited inside the Owner's unit. Wi Stat §703.06 et seq.

Moving into or out of a unit is restricted to the hours between 7:00am and 9:00pm. The unit Owner is responsible for all damage (to walls or any common element) caused by moving activities, including damage caused by helpers or professional movers.

Window treatments must be installed within 30 days of move-in.

The following items are prohibited:
Waterbeds
Live Christmas trees are not permitted inside the unit or on the balcony or patio
Fuel heaters
Gas, and charcoal grills
Electric grills cannot be stored on the balcony or the patio. When in use, electric grills must be 15 feet from the buildings.

Smoking is only permitted inside a resident's unit. Residents who smoke inside their own unit must use an air purifier to limit smoke emissions into the hallways, other units or any other shared space. Consideration should be given so that smoke is not wafting in to another unit or onto another patio or balcony, disturbing other residents. Judicious and proactive use of air purifiers is highly recommended. Smoke emanating from a unit into the hallway or into another unit is disturbing to other residents. That disturbance is a violation of the Elmwood Terrace Condominium Rules.

Per Wisconsin state law: a working smoke detector must be installed in each unit, and a working carbon monoxide detector must be located in each unit. The Board or management has the authority to inspect each unit to determine that working detectors are present and maintained.

In order to install a bedroom air conditioner, a request must be made to management in writing. No installation may occur without the Board's written approval. Neither air conditioners nor fans are permitted to be installed in or vented through a window. Upon installing an air conditioner, it is the

Owner's responsibility to paint the exterior air conditioner box to match the exterior of the buildings at Elmwood Terrace. Wi Stat §703.06 et seq.

Whenever it is necessary to turn the water off to a unit for construction or repairs, the Owner of the unit shall:

- Inform management in writing of the intended shut off along with the date and hours of the shut off. In emergency situations the water may be shut off without informing management first.
- Post notices throughout the building 24 hours in advance stating the date and hours the water will be turned off.

Whenever construction is done on any unit, the owner is responsible to obtain all necessary permits and approvals through the State of Wisconsin and the City of Lake Geneva. All construction work that may affect other owners must be submitted in writing to management for approval before work begins. Wi Stat §703.06 et seq.

On occasion a boiler heating valve malfunctions which causes a unit to lose heat or to over heat. When a unit is hot, and adjusting the thermostat does not work, do not just open windows throughout the winter to counteract the heat. When this occurs the Owner should report the issue to management to have the heating valve replaced.

Pest Control: The Elmwood Terrace Condo Association contracts for exterior pest control in the spring and the fall. It is the responsibility of the Unit Owner to insure their windows, screens and slider doors are well sealed from the inside to prevent unwanted invasion of outdoor pests. All pest control inside the unit is the Owner's responsibility.

Dec.A-11,15-16,18,23. BL.C-15

HALLWAYS / COMMON AREAS / LIMITED COMMON AREAS

All areas outside of the individual units are either common areas or limited common areas. This includes parking stalls, driveways, garages, stairways, hallways, balconies, patios, pool area, sidewalks and lawn area. The common and limited common areas are controlled by the Rules and Regulations, the Elmwood Terrace Bylaws, the Elmwood Terrace Declaration, posted rules and Wisconsin state law, federal law and City of Lake Geneva ordinances and regulations.

The appearance of all common areas or limited common areas may not be changed in any way without prior written Board approval. Wi Stat §703.06 et seq.

No personal items may be left in the hallways, lobbies, stairwells, on the lawn or in any other common area. This includes but is not limited to footwear, umbrellas, doormats, lawn furniture, planters, yard ornaments or other personal items. Hall decorations that are not previously approved by the Board in writing are not allowed.

Smoking is NOT permitted in the common areas or the limited common areas including the pool area.

Garbage: Trash chute - All garbage must be put in sturdy plastic bags and securely tied before being put down the trash chute. Bags put down the trash chute must not contain glass or items that could tear the bag. Wet or soggy garbage cannot be put in the chute. Boxes shall not be put down the trash chute, not even pizza boxes. Owners shall not overload the chute by putting items down the chute that cannot slide easily to the bottom. The cost to clear a clogged chute will be charged back to the unit owner who clogged the chute.

Garbage: Dumpster - all garbage that cannot be put down the trash chute shall be carried down to the garbage dumpster located in the garage of each building. All garbage must be put in sturdy plastic bags and securely tied.

Recycling: Glass, plastic, tin, aluminum, cardboard and newspapers must be separated from garbage and recycled according to the Lake Geneva Recycling Guide. All boxes must be broken down or flattened. A recycling dumpster/bin is in the garage of each building. Do not discard recycling items in a bag. Place each recycling item individually in the dumpster without a bag. The recycling rules are posted on or near each recycling bin.

Laundry: Laundry hours are from 7:00am to 9:00pm. Please be respectful of the Owners who live near the laundry room since they can hear every load that is washed and dried. Each Owner shall wipe down *the machine after each use and shall clear the lint filter after each use. The washers and dryers are not to* be used to wash or dry any animal beds, animal coats, animal blankets etc... . Additional laundry rules are posted in the laundry room.

Dec.A-10,16-17

GARAGE

Garage parking access is limited to residents only.

No major vehicle work or building projects are permitted in the garages.

No storage of propane, gas, inflammatory or dangerous items are allowed.

To avoid the build up of fumes, cars must not be left running in the garage any longer than necessary to enter or exit the garage.

Garage stalls must be kept neat and clean. Items stored in the parking space area must be kept to a minimum.

Each Owner is responsible to sweep out their parking stall twice per year, once in the spring and once in the fall.

Absolutely no bird seed or any other animal feed shall be stored in the garage.

Residents may park boats and recreational vehicles in their parking stall as long as the boat or RV does not extend beyond the posts.

Parking on the exterior south side of the complex is reserved for visitor's short term use only. Residents are not allowed to park in this lot. Short term visitors using the visitor parking lot must display the official Elmwood Terrace parking tag on the dashboard and easily visible. Any vehicle parked in the visitor parking without the official parking tag easily visible on the dashboard is subject to fines of $100.00 per day and towing at the vehicle owners expense.

Extra parking stalls may be rented only to Owners. All rented parking stalls require a signed parking agreement between the Board and the Owner. Using a parking stall without a valid parking agreement in place will result in a $100.00 per day fine. See the Parking Protocol for fees and availability. Dec.A-24

Per City of Lake Geneva Ord. No. 98-2,3-9-1998, no vehicle may be left unattended on the Elmwood Terrace grounds, either in the garage or outside, under such circumstances as to cause the vehicle to reasonably appear to have been abandoned.

Due to safety concerns, electric cars are not permitted in the garages. No electrical outlets will be installed on Elmwood Terrace property for the use of electric vehicles.

Notice Regarding Animal Policy at Elmwood Terrace

With all of the animals that we have at Elmwood Terrace, the Board has deemed it necessary to clarify our animal policy. It is always difficult to draft a fair policy when there are residents with opposing needs. First and foremost the Board has a duty to protect the interests of all the Owners at Elmwood Terrace as equally and fairly as possible. The Board has discussed this issue at length and has met with an attorney to determine the best way to move forward on the issue of animals on the premises. It is our intent to protect the needs of our residents who do not have animals, and to protect the needs of our

disabled residents, while also protecting our property from damage. Recognizing it is not easy to balance all of those interests, We keep asking ourselves "What would Solomon do?" We have considered this issue from myriad different perspectives and have done our best to provide a reasonable level of protection for everyone's needs even though we cannot provide for everyone's preferences or conveniences. We focus on needs first and we have had to put convenience secondary. We have drafted a comprehensive policy that protects residents who have professionally diagnosed animal conditions or concerns while also making reasonable accommodations for disabled persons and pet owners. Arguably we are in a no-win situation, making it quite impossible to please everyone. We are not perfect and we don't have all the answers but we have done our best to meet the challenge. There will be inconveniences for everyone involved, but that is the nature of choosing to live with so many neighbors in such a confined space.

Even though we are not required to do so, Elmwood Terrace has chosen to provide an animal *elimination area. An area out of the way of regular foot traffic. The area is intentionally out of the way so* residents can walk to the pool barefoot, can play yard games, or can just walk across our lawn without getting a mess on their shoes and without tracking that mess into their unit. Restricting our resident's animals to this out of the way elimination area also protects our lawn and landscaping. In the future we should have no more burned out grass or plantings due to dog urine or poo near the outside entrances to the buildings.

Thank you for working with us and being patient as we navigate these murky waters. We are trying to take everyone's needs into consideration and we have had to make rather difficult decisions. There does not appear to be a perfect answer that will satisfy everyone. In life we can't all have it our own way. Compromise is necessary and we are asking everyone, animal owners and non-animal owners alike, to be understanding of your neighbor and allow your neighbor to live as unbothered as possible in their own home. Just as you would want them to treat you with the same respect.

After very careful consideration the following animal policies, procedures and rules are respectfully submitted by the Elmwood Terrace Board of Directors.

ANIMALS

As of February 1996 pet dogs are prohibited. No reptiles are allowed. Owners are permitted to have cats or birds with a limit of two per unit. Noise or odor from animals that disturbs other residents will not be tolerated. Any damage to the common or limited common areas that is caused by an animal will be charged to the Owner.

Dogs are not permitted as pets on the premises at Elmwood Terrace.
Dogs are not permitted as visitors on the premises at Elmwood Terrace.
Dogs or cats are permitted as Service or Emotional Support animals.
Maximum one dog per unit.
Cats are allowed as pets. Maximum two cats per unit.
Maximum two animals per unit.
Renters are not permitted to have pets.

Registering with Elmwood Terrace:

All animals must be registered with management and with the Board of Directors. The form required for registering an animal is attached at the end of these rules.

Legal Requirements:

All animals shall be licensed and tagged as required by the ordinances of the City of Lake Geneva and such municipality as is considered the Owner's permanent residence, and shall have upon the animal such tags as are required whenever they are on any of the common or limited common areas. Proof of license must be submitted in writing to the Elmwood Terrace management prior to moving in to Elmwood Terrace and on or before January 25th every year.

All animals shall be current on all yearly shots including but not limited to rabies shots and DA2PP. Proof of shots must be submitted in writing to the Elmwood Terrace Board of Directors prior to moving in to Elmwood Terrace and on or before January 25th every year.

All animals must comply with all city, county, state and federal rules and regulations.

All animals are immediately subject to the foregoing Legal Requirements and are also required to repeat all legal requirements yearly, on or before January 25th.

SERVICE ANIMALS / SUPPORT ANIMALS:

Only dogs or cats are allowed as service or support animals.

Although Elmwood Terrace prohibits dogs as pets on the premises, it is the intent of Elmwood Terrace to provide necessary accommodations for disabled persons and also persons who have specific physical or mental health conditions, to live in this community in a supportive environment. As a community of diverse individuals, it can be difficult to find a balance when trying to accommodate potentially opposing needs and or conditions.

Elmwood Terrace recognizes that some Owners require the services of a service dog or an emotional support animal, in order to have an equal opportunity to enjoy and use their dwelling. 24 C.F.R. §100.201

Elmwood Terrace also recognizes that some Owners have existing conditions that are severely aggravated by the presence of an animal, such as severe allergies to dog dander, saliva etc... or have a clinically recognized fear of dogs causing significant anxiety etc... . For Owners with such a condition it may be necessary to adequately limit any potential exposure to dogs so that the afflicted Owner is free to have an equal opportunity to enjoy and use their dwelling.

Because we recognize the possibility of such opposing needs, Elmwood Terrace has worked in good faith to carve out an exception that allows for making a reasonable accommodation to allow service or emotional support animals, while not violating the rights of persons with co-existing limiting physical or mental health conditions. This exception is intended to be tightly enforced to eliminate any likelihood of animals coming in contact with Owners who have serious conditions that will be aggravated by such unwarranted contact.

Neither Service, Support nor pet animals can be allowed to threaten the health or safety of other residents. 24 C.F.R. §100.202(d). Each resident who requests accommodation will be greeted with individualized open communication between all parties involved, to work through the identification, verification and resolution process in order to ensure that everyone is heard and accommodated as far as possible. When there is a conflict between several residents who have opposing physical or mental health needs, (as it relates to the permissibility of allowing animals within Elmwood Terrace), and that conflict cannot be addressed by any reasonable compromise, then the resident who has owned their unit for the longest period of time should have priority and their special need or circumstance should be honored first. This priority is pragmatic in nature and in no way is intended to determine whether any particular disability or condition is more important than any other disability or condition.

Pet, Service and Support Animal Care while in Common or Limited Common Areas:

Owners must maintain effective animal flea control.

No dogs are permitted in the pool area.

Owners must maintain complete control over their animal at all times.

No animal shall be left unattended on the patio, tied, chained or staked to furniture, a ground spike, a building, the grounds, plantings or any other item constituting part of the common or limited common elements.

No animal shall be allowed to cause or create a nuisance or unreasonable disturbance. Such nuisance or disturbance includes but is not limited to noise, obnoxious odors, urination or defecation in any area other than the designated toileting area, flea infestations, leaving a scent to mark their territory, drooling, growling, charging toward other animals or people.

No animal shall be allowed to damage association property, including but not limited to halls, walls, carpeting, stairwells, walkways, lawn, landscaping etc... .

The unit Owner who allows any animal on the premises is responsible for the actions of the animal, and will be held accountable for any damage or nuisance caused. The unit Owner will be charged for the

clean up or repair of any animal damage. In the event of an accidental mess, the animal owner shall immediately clean up after an animal, even if it means the owner needs to hire a professional company to clean the area. For example: if an animal makes a mess on the hallway carpeting, it is the Owner's responsibility to thoroughly clean the area. The area must be left as clean as it was before the mess occurred.

Animals in transit should be carried in the arms, or in a pet carrier whenever in the interior common or limited common areas. Animals that are not carried or in a pet carrier when in the common or limited common areas within the buildings, shall be on a leash and shall wear a shed-guard covering, an absorbent muzzle and a diaper to avoid the transmission of dander, saliva or other urinary/defecatory/ scent-marking messes inside the building.

Barking or other animal noises that disturb other Owners is not permitted.

Animals are not to walk on the lawn. The lawn and the landscaping is not to be used for animal use in *any way other than the designated toileting area referred to below.*

Designated Animal Toileting Area:

Although Elmwood Terrace is not required to provide an animal toileting area on the premises, at this time we intend to provide a designated area to be used for animal urination and defecation. If the provided area is abused or becomes problematic, this privilege will be rescinded and no animal toileting area will be provided.

All dogs shall be toileted outdoors in the designated area only. The designated area is at the corner where Wisconsin St. and Elmwood converge.

- There are trees between the 1270 condominium building and the street.
- The designated toileting area for animals to defecate and urinate is between the Elmwood curb and the trees.
- Owners shall immediately clean up and properly dispose of any solid waste left by their animal.

NO OTHER AREA ON THE PREMISES IS ALLOWED TO BE USED FOR ANIMAL DEFECATION OR URINATION EXCEPT THE DESIGNATED ANIMAL TOILETING AREA. ANIMALS ARE NOT PERMITTED TO WALK ON THE LAWN IN ANY AREA EXCEPT THE DESIGNATED ANIMAL TOILETING AREA. ANIMALS SHOULD BE LED OUT THE SIDEWALK, TO THE STREET, ENTER THE DESIGNATED AREA FROM THE CURB. NO ANIMALS SHALL BE ALLOWED TO URINATE OR DEFECATE ALONG THE SIDEWALKS, OUTSIDE THE DOORWAYS, ON OR NEAR PATIOS.

Elmwood Terrace has approved this certified support and assistance animal policy to further the health, safety and welfare of our community's residents. Strict compliance with this policy is necessary to ensure every resident can enjoy living here without being unduly disturbed by other residents. Numerous violations of this animal policy may result in the animal being permanently removed from the premises. Such decisions of the Board shall be final.

LAWN AND OUTDOOR AREAS

All landscaping on the Elmwood Terrace property is the property of Elmwood Terrace Condominiums. Any plantings on the common or limited common area becomes the property of Elmwood Terrace Condominium at the time of planting, even if the plant was bought and planted by an Owner. Elmwood Terrace Condo Association has the authority to remove, trim, add to, or dispose of any and all landscaping on the property.

The appearance of the lawn, landscaping and exterior of the buildings may not be changed in any way without prior written approval of the Board.
Wi Stat §703.06 et seq.

Flowers may be planted in the immediate area around the patio. Flowers shall extend no further than two feet from the patio. Flowers shall be kept neat and cut back or removed at the end of the season.

Residents may water flowers at any time.
Lawn watering is not allowed.
No trees may be planted without prior written Board approval.
Gardening is not permitted, other than the above mentioned flowers.

Outdoor Displays:

No signs, antennas, fixtures, towels, exterior lighting, awnings, laundry, or other personal articles may be hung outside the unit. On patios and balconies two hanging flower planters and one hanging bird feeder is permitted but the display must not be excessive.

Proper display of the American Flag on patios and balconies is allowed.

Bikes and other equipment are not allowed on patios or balconies.

Christmas / Holiday decorations and lighting may be displayed between November 15 and January 15.

In order to maintain a pleasant visual aesthetic of the property, patios and balcony furniture and decorations:

Must be of a color that coordinates with the buildings

Must be of a customary nature that enhances the appearance of Elmwood Terrace

Patio and balcony furniture and/or decorations must not detract from the cohesive visual aesthetic of the property. Once it comes to the attention of the Board of Directors or management that any decorations or furniture may be detracting from the visual aesthetic of the property, then the Board shall have full discretion to determine whether any such decoration or furniture detracts from the cohesive visual aesthetic of the property. Outdoor decorations and furniture that detract from the cohesive nature of the condominium premises are not permitted.
Wi Stat 703.06 et seq. Wi Stat §703.15 et seq.

Rafts and pool toys are not to be stored on the patios / balcony.

Neither patios nor balconies are to be used as storage space.

Grills:

Per Fire Department Notice: "No hibachi, gas fired grill, charcoal grill, or other similar devices used for cooking, heating or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 feet of any structure. The Fire Department has determined that an electric grill is one of the similar devices which are referenced in NFPA 1 section 10.11.6.1 and therefore cannot be used on the balconies and at the other locations described in that section." Per the Fire Department Inspection and Order to Correct dated July 9, 2024: Electric grills are no longer allowed to be used or stored on patios or on balconies. Any citations by the Fire Department regarding a grill on the premises will be deemed as a violation of the Elmwood Terrace Condominium Rules and will be fined $100.00 per day.

Dec.A-24

POOL RULES

Our pool is a common area for the use and enjoyment of the residents of Elmwood Terrace. The pool is not intended to be available for unrestricted use by guests and friends of guests. The old standby "You all come over for a swim" is not acceptable. The pool rules must be strictly observed. Ignoring pool rules can result in losing your pool privileges and key.

The pool is open from 8:00am to 10:00pm.

Entry to the pool is by resident keys only. The pool key should be carefully safeguarded and is not to be given to nonresidents for their use.

Guests must **always** be presently accompanied by a resident. The number of pool guests per unit is limited to four. In the event of a special occasion, if a resident wishes to invite more than four guests to the pool, the resident must request approval from management in writing prior to the party so that other residents can be notified.

The following are not allowed at the pool
Rough housing
Offensive language
Hanging towels on the pool fence or on the patios / balconies
Rafts and pool toys are not to be stored on the pool deck, patios / balcony
Diving
Running on the deck
Hanging or pulling on the dividing rope
Pets
Glass containers of any kind - if a glass container breaks in the pool area the pool must be drained, cleaned and refilled. All associated expenses will be charged to the Owner responsible for the breakage.

All children under the age of 12 must always be supervised in the pool area and must be accompanied by an adult. Any child not yet toilet trained must have on a securely fastened swimmy diaper.

Please use discretion when using rafts or floating toys in the pool. When the pool is crowded, the use of such floating toys should be curtailed in courtesy to others in the pool.

Please use discretion when playing music at the pool. Appropriate volume levels are necessary.
Clean up after yourself when you leave.
Return chairs to the proper table or fence line, in an upright position.
Lower the umbrellas
Re-hook the dividing rope across the pool.
Remove all pool toys and put them away.
Take your trash with you.
Do not leave personal belongings, noodles, rafts in the pool area when leaving.

The rules and regulations in this document are a summary of the most common rules pertaining to Elmwood Terrace. Elmwood Terrace rules include these rules and include all other rules as written in the Elmwood Terrace Articles of Incorporation, Declaration, Bylaws, posted rules and all local, state and federal laws. The rules written herein are to be understood in conjunction with all of the mentioned founding documents and applicable laws. This document may be amended from time to time as necessary to ensure the intended goals are met.

Elmwood Terrace Protocol for Late Monthly Dues, Fees and Special Assessments

All monthly dues are due to be paid on the first of the month. It is the owners' responsibility to see to it that their payment is received by the condo association on or before the first of the month. Any payment received after the first of the month is considered late. All late payments will be assessed a late fee of $100.00. Once late, the late fee and the dues must be paid in full by the fifteenth of the month in which it was originally due. After the fifteenth of the month, the overdue account will be charged 14% interest until paid in full.

All fees charged by Elmwood Terrace for optional items such as parking spaces, storage areas, extra keys etc are to be paid in full on the first of the month, in advance of the actual usage or receipt of the item charged for. All late payments will be assessed a late fee of $100.00. Once late, the late fee and the

original fee must be paid in full by the fifteenth of the month in which it was originally due. After the fifteenth of the month, the overdue account will be charged 14% interest until paid in full.

All Special Assessments are due to be paid to the condo association on or before the date due as set by the Board of Directors. All Special Assessments paid late will be assessed a late fee of $100.00. Once late, the late fee and the dues must be paid in full by the fifteenth of the month in which it was originally due. After the fifteenth of the month, the overdue account will be charged 14% interest until paid in full.

All late fees owed shall be a separate offense and shall be charged an additional separate late fee. For example if during one month an Owner is late in paying their monthly dues and also is late in paying for their rented parking space then the late fees owed for that month are $200.00 ($100.00 for the late dues payment and an additional $100.00 for the late parking payment.)

All fees in arrears more than $1000.00 shall be sent to an attorney for collections. The owner shall be liable for all collection costs and fees including attorney fees. Any delinquent payments owed to Elmwood Terrace may result in a lien being placed on the owner's unit with the possibility of foreclosure against such unit.

Elmwood Terrace Miscellaneous Fees

Parking Space rental fee for one stall is $50.00 per month

Extra garage door opener $100.00. Available from ET treasurer
Upon the sale of a unit, the garage opener must be given to the new owner or an extra fee of $100.00 will be collected upon closing the sale.

Extra key to the pool, front or back doors etc... $100.00

Fee to assist an owner when the owner locks himself out of his unit $100

Transfer fee when a unit is retitled $250.00

Disclosure Material Fee. If the legally required disclosure materials are available and accepted by electronic means then no fee is assessed. If the materials are requested in print form then the fee is $1.00 per page

Payoff statements - When an owner asks what he owes in order to be caught up, he is requesting a payoff statement. An owner can get one free every two months. If the owner requests more than one pay off fee in a two month period the fee is $25.00.
WI 703 (335)(4)(a)

Laundry Fees Washer $1.75 Dryer $1.25

All Fees are subject to change. Notice of any change in fees will be posted for Owners to see, through the MPC portal.

Per Wisconsin Condominium statutory law, the Elmwood Terrace Bylaws and other founding documents, *failure to comply with any of the rules referred to herein will result in a fine of $100.00* per day per incident until resolved.
Wi Stat §703 .24 et seq. Dec. A-24

Promulgated/ Adopted May 5, 2025/ Amended by Owner vote in excess of 50% ownership June 7, 2025

Elmwood Terrace Application To Have An Animal Living On Premise

All residents with animals must submit this form directly to management and to the Board of Directors through the drop box in the laundry room. Maximum number of birds or cats per unit is two. Maximum number of dogs is one. Maximum number of animals per unit is two.

Name:
Unit Number
Phone number

Animal Requested Cat or Bird
Name of cat / bird -
Description of cat / bird-

Name of cat / bird -
Description of cat / bird-

If the animal request is for a dog as a Service or Support animal, please fill out the Service/ Support animal section below.

Service / Support Animal

Name of Dog -
Description of dog -

Is the animal required because of a disability?

What work or task has the animal been trained to do?

What information do you want to provide regarding the need for this accommodation? You may attach documentation regarding this request if you choose to do so.

Please attach all required documentation to this request:
Accommodation letter
Proof of rabies vaccine
Proof of DA2PP vaccine
Proof of animal licenses
