SERVITE WOODS HOMES ASSOCIATION, INC.

RULES, REGULATIONS AND GUIDELINES

(Document III of Condominium Documents)

October 17, 2014

SERVITE WOODS HOMES ASSOCIATION, INC.

RULES, REGULATIONS AND GUIDELINES

Condominium living combines the principles of single ownership with group ownership in common with all other owners in the condominium community. This common ownership requires rules and regulations to establish everyone's rights and obligations.

The following Rules, Regulations and Guidelines of Servite Woods Homes Association, Inc. have been instituted and modified over the years in order to maintain a harmonious community. To create such an atmosphere, an attempt has been made to provide regulations that satisfy the wishes and life-style of the majority of residents while adjusting to changing circumstances. At times, these objectives may seem to be contradictory, for in some cases residents accustomed to independent living may need to conform to rules and regulations more appropriate to community living.

When rules, regulations or guidelines are amended to meet new situations, or to meet the needs of legal regulations, all owners are informed of the changes and provided with a copy of the amended section. All owners are encouraged to keep an up-to-date file. (Wayne Bartelt)

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NOTE:
This document, approved by Board of Directors 11/19/08, replaces all previous versions of Servite Woods Homes Association, Inc. Rules, Regulations and Guidelines. It has been reorganized to make it easier to identify individual topics. Previous versions (including amendment dates) are on file in the Association office.

1. OWNER RESPONSIBILITIES, VACANCY, WINTER HEATING, INSURANCE

1.1 Unit Vacancy (10-17-14)

(1) Notification of Vacancy and Turnover of Key. Any unit owner leaving his or her unit unoccupied for a period of seven (7) days or more, for any reason, shall notify the property manager of the same. The unit owner shall provide the property manager with updated information for how he or she may be reached in case of emergency, and the estimated date of return. The unit owner shall also provide the property manager a current key to his or her unit, which shall be kept in the custody and control of the property manager and the president of the Board.

(2) Access to Unit. In the event the Association is required to enter a vacated unit, the unit owner's failure to turn over a key will be deemed permission to enter the unit using a locksmith. All charges incurred will be the responsibility of the unit owner.

1.2 Winter Heating (10-17-14)

(1) Minimum Temperature. All unit owners shall maintain the thermostat in their units to at least 65 degrees Fahrenheit from September 1st until June 21st to prevent damage caused by freezing pipes. This requirement applies to all units, whether occupied, vacant or abandoned. If damage to any part of the condominium is caused because of the failure of a unit owner to comply with this rule, the owner of said unit shall be deemed negligent and bear the responsibility for all costs, which shall become a lien on the unit if not paid.

(2) Unoccupied Units. In the event a unit is unoccupied, or the Board reasonably believes a unit is unoccupied, and the outside temperature is at or below freezing, the Board may enter the unit to ensure that a minimum temperature being maintained in such unit, in order to prevent freezing pipes from damaging the condominium common elements or other units. The Board will make a reasonable effort to contact the owner of the unit to be entered in advance of entering the unit.

1.3. Insurance (10-17-14)

(1) Requirements. All unit owners are required to purchase a condominium homeowners insurance policy. The individual policy should be written to provide coverage for personal liability, personal property, improvements, and betterments of the unit. Premiums for such insurance shall be an individual expense of the respective unit owner.

(2) Proof of Insurance. Proof of condominium homeowners insurance must be in the form of a certificate of insurance, or in such other form sufficient to verify coverage. Proof of insurance coverage must be provided to the Association within ten (10) days after transfer of ownership and every year thereafter. Proof of current coverage shall be provided to the Association prior to the date the Association validates a unit owner's lodge and pool keys. The lodge and pool keys shall not be validated unless the proof of current coverage is on file with the Association. Failure to provide proof of insurance within the prescribed time shall be considered a violation and will result in a fine.

(3) Coordination. Unit owners are encouraged, but not required, to coordinate their homeowner's insurance coverage with the Association's insurance policy. Unit owners who wish to do so should contact the property manager.

2. ARCHITECTURAL, GROUNDS AND LANDSCAPING

2.1 General

(1) Any additions to an existing building, exterior building, exterior alteration, modifications or change to an existing building, or any new structure must have the approval of the Buildings and Grounds Committee and final approval by the Board of Directors.

(2) All requests for improvements to buildings or grounds by an owner must be presented in writing to the Buildings and Grounds Committee for approval. If approved, the owner shall be responsible for payment and installation of such improvement. The Buildings and Grounds Committee will review each request to verify compliance with Association standards.

(3) The Buildings and Grounds Committee will consider only those written requests for modifications that are not in violation of the Association By-Laws. The request must include all information necessary for the committee to take action. Required data includes the dimensions, material specifications, location, color and sketches concerning the request.

Approval of any project by the committee does not waive the necessity of the owner obtaining city approval if required.

(4) Requests from unit owners should complement the landscape and architectural design of the community and may not obstruct or detract from a neighbors' view, interfere with maintenance, or infringe on other unit owners' rights. Only exterior material compatible with existing structures, or with the architectural design character of the community, will be considered for approval.

(5) Any modifications made without the approval of the Buildings and Grounds Committee or the Board of Directors will be considered a violation of the Association By-Laws.

(6) The committee will respond to a request within 30 days.

(7) If a request is rejected, the resident is free to request that the committee reconsider its position and is encouraged to present new or additional information. Final appeal may be made to the Board of Directors.

(8) All requests and actions will be filed in the Association office, along with decisions made.

(9) Work on any approved application to modify any Limited Common Area or Common Area must be started within twelve (12) months after the date of approval [date of approval being ten (10) days after the publication in the *L'Eaves Dropper*]. If work has

not commenced within said period of time, the approved application is rescinded. If work is not completed within sixty (60) days after commencement, the Association shall have the right to complete the work according to the approved application or to restore the area to the original condition. In either case, the cost will be assessed to the owner.

(10) Repairs, maintenance, or additions by Unit Owner. If a unit owner opts to perform a repair, maintenance, or addition to any portion of their own unit that could possibly cause damage to another unit or the condominium (eg. anything beyond the parameters of their own unit), the owner must utilize a professional in the field who is licensed if required by law and insured for liability to others, including its employees. This includes, but is not limited to, work related to plumbing, electricity, or structural alteration.

2.2 Improvements Relative to Property Sale

(1) If an application to modify any Limited Common or Common Area has been approved and work has commenced but is not completed and the unit is to be sold, the buyer shall be successor to all the rights and responsibilities relative to the application of the seller.

(2) If an application to modify any Limited Common or Common Area has been approved and work has commenced but not completed and the unit is to be sold, it is the seller's obligation to make full disclosure to the buyer who shall be successor to all the rights and responsibilities relative to the application of the seller.

(3) When a prospective buyer requests a Certificate of Payment from the Association, such certificate shall disclose any approved application for the modification of Limited Common Area. If the modifications are not complete at the time of sale, this will be noted on the closing certificate.

2.3 Dish Satellite Antennas

(1) No television or other exterior antennas of any type for reception of local VHF and UHF stations may be erected by residents.

(2) Residents may erect a small dish type satellite antenna (40 inches or less in diameter) for their unit. A dish may not be installed in any common area (roof, exterior walls, and areas outside of the "exclusive use" area). Cables from the dish to the building must be buried or secured according to local codes to prevent a trip hazard, and must enter the building at the nearest possible location. Cables may not be run along the exterior of the building.

(3) Residents must remove all equipment from the exterior of the unit and restore it to original condition fourteen (14) days prior to the sale of the unit or they will be charged for the removal of equipment plus a $100.00 service charge.

(4) Dishes installed prior to 5/17/06 are considered grandfathered until such time that there is a change or modification to the service or equipment or the unit is sold. If the service or equipment is changed, altered or modified, it will be considered a new installation and must meet the current requirements.

(5) If maintenance needs to be performed in the area of the dish or the cables, the owner will be responsible for all costs involved in removing the equipment for the work to be performed, and for the reinstallation of the equipment after the maintenance work has been completed. The Association will not be responsible for any disruption in service.

2.4 Skylights

(1) Skylights will be permitted only under the following conditions:

a. Installation and specifications for skylight(s) must be approved in writing by the Buildings and Grounds Committee and the Resident Maintenance Manager. Installation of skylight(s) shall not be installed on roofs more than ten (10) years old. The Buildings and Grounds Committee and the Resident Maintenance Manager may withhold their approval at their discretion.
b. The appropriate approval and disclaimer form must be obtained from the Association Office, completed, and returned to the office prior to installation of the skylight(s). The unit owner must provide warranty information to the office prior to installation.
c. Under no circumstances may the unit owner install the skylight(s). Installation must be done by a professional manufacturer or manufacturer's representative of skylights, with a reputable roofer, or a contractor licensed to do work in Wisconsin, with the location approval of the Resident Maintenance Manager.
d. Any and all expenses resulting from any problems and/or damage caused by the installation of the skylight(s) is the sole responsibility of the current owner and all future owners. It is the responsibility of the current owner to notify or advise the next owner of this liability and responsibility as a result of the installation of the skylight(s).
e. The Association will at no time (present or future) be held liable for any problems, damage or expenses resulting from the installation of the skylights. The unit owner shall indemnify and hold the Association harmless from any and all costs, expenses or claims related to installation of the skylight(s) in his/her unit.

(2) Specifications of skylights must be as indicated below or equivalent to the following:

a. The skylight(s) must be circular in shape.
b. The skylight(s) must have roof dome of injection molded impact-resistant, acrylic with UV protection characteristics, classified as CCZ material. It must be 0.125 inch thickness with a visible light transmission of 92%. The dome ring must be of polymetric non-corrosive material. The dome seal must be breathable weather strip material of 0.25 inch pile.
c. Roof flashing must be one of two materials: metal with protective coating that combats corrosive materials, or made of CCZ polypropylene 30% inca filled expansion joint seal of breathable weather strip material with polymetric base minimum 0.25 inch pile.
d. The light reflecting tube must be constructed of aluminum sheet, reflecting surface must meet AAMA designation MZ1C31A31 with specular reflectance of 92% and total reflectance of 95%.
e. The ceiling ring must be of ABS non-corrosive material.

2.5 Air Conditioning Units

(1) Window Air Conditioners: Because they do not maintain the architectural integrity of the complex, window air conditioning units are not allowed.

(2) Central Air Conditioners: In all units that are equipped with central air conditioning units, the maintenance and repair of such units are the responsibility of the homeowner.

2.6 Outdoor Grills (and Fire Pits)

(1) All grills must be portable so as to facilitate necessary maintenance to buildings and/or grounds.

(2) The placement and use of outdoor cooking grills is subject to the following rules:

a. Charcoal grills and portable fire pits are prohibited on balconies, patios and in atriums **(Amended 5/19/10).**

b. Charcoal grills may be used on ground floors at least ten feet (10') from the building.

c. Gas grills are not allowed on balconies or in atriums. Gas grills are allowed on patios and must use gas cylinders with overfill protection devices. (Amended 5/20/09, 5/19/10)

d. Grills connected to natural gas: Grills may be hard piped for natural gas if done in accordance with local and National Fire Protection Association (NFPA) codes.

(3) For grills which use LP or natural gas fuel, the exterior terminus of the permanent piping shall extend no more than three (3) inches from the building wall and must provide either manual shut-off or an automatic shut-off in conjunction with a "quick disconnect" feature. Piping from gas supply to the grill must be of a flexible type.

(4) Violators can be fined at the discretion of the Board of Directors as stated in the Condominium By-Laws, Article VII, Section 6 and Section 10 of Rules, Regulations and Guidelines.

2.7 Signs

(1) Political signs: No outside sign of any kind shall be displayed to the public from any unit or common area. Window signs or posters, no larger than 1 ft. by 2 ft., may be displayed in one window only of any individual unit from between thirty (30) days prior to an election and the day immediately following that election.

(2) Real Estate signs: Real estate open house yard signs are limited to the day of the open house only. Window signs are prohibited.

(3) Miscellaneous: No signs of any kind shall be displayed to the public from any unit or common area without prior consent of the Association (see #1 and #2 above).

2.8 Outside Holiday Decorations

(1) Outside holiday decorations are not only permissible but encouraged at Servite Woods, and may be displayed from thirty (30) days before the holiday to thirty (30) days after the holiday.

(2) Exterior Lighting: No exterior lighting shall be erected that is permanent in nature or directed in such a manner as to create an annoyance to neighbors.

(3) Appropriate Electrical Connections: Holiday decorations are only allowed to be plugged into an external house mounted electrical outlet and may not be plugged into any light fixture. Note: Failure to follow this safety rule will result in a fine of seventy-five dollars ($75.00) for each offense.

2.9 Front Doors, Windows and Overhead Garage Doors (Amended 11/17/2010)

(1) Doors and windows: Before any changes are made, the homeowner must fill out and submit a NOTICE OF INTENT TO INSTALL/REPLACE UNIT IMPROVEMENT form to the Building and Grounds Committee

a) All doors and windows are owned by owner but must conform to Association standards as approved by the Buildings and Grounds Committee.

b) All entrance (front) doors must be equipped with a storm door and storm doors must conform to Building and Grounds Committee specifications.

c) Replacements for any front doors, storm doors, or windows must meet the specifications approved by the Buildings and Grounds Committee.

d) All entrance (front) doors are painted by owner or as contracted by owner at owner's expense. Paint is not provided by the association.

(2) Garage doors (Townhouses): Before any changes are made, the homeowner must fill out and submit a NOTICE OF INTENT TO INSTALL/REPLACE UNIT IMPROVEMENT form to the Building and Grounds Committee

a) Garage doors installed prior to 3/21/07 are considered grandfathered until such time that there is a change or modification to the equipment. If a garage door is changed, altered or modified, it will be considered a new installation and must meet specifications approved by the Building and Grounds Committee.

b) For townhouses with garage doors grandfathered as identified above - when the building is painted, garage doors must be painted. Painting is to be done by owner or as contracted by owner, at owner's expense. Paint is provided by Association.

c) For townhouses with garage doors grandfathered as identified above, painting of garage doors may also be required by the Building and Grounds Committee. All painting is to be done by owner or as contracted by owner, at owner's expense. Paint is provided by Association.

2.10 Miscellaneous

(1) Awnings:

Awnings do not enhance the aesthetic qualities of the community and are, therefore, forbidden.

(2) Window Wells:

Covers for window wells in Phase I Townhouses were approved (standards in standard book). We do not encourage covers: the Association is not responsible for damage.

(3) Hose Bibs:

Townhouses and Aspen units of Garden Apartments: Each unit owner shall be responsible for the proper drainage and winterizing of any outdoor hose connections, if the shut-off valve and drain to such outdoor faucet is within the owner's unit. Any damage created to Common Area by reason of the owner's failure to drain the outdoor faucet shall be repaired by the Association, and the cost thereof assessed against the unit owner responsible for such improper maintenance.

(4) Sump Pumps:

The Association shall maintain sump pumps in good operating condition. However, the unit owner shall notify the Association of any improper operation of the sump pumps in his/her unit and shall, at all times, keep the sump pump motor connected to an electrical outlet. The Association shall not be liable for damage to unit improvements or furnishings resulting from the faulty operation of a sump pump.

2.11 Landscaping

(1) **Landscaping Improvements – Owners**

a. All landscaping improvements must be contiguous to the unit being improved. Any improved area shall continue to be Common Area rather than an extension of the Limited Common Area of the owner.

b. Requests for planting must be approved by the Buildings and Grounds Committee in consultation with the Resident Maintenance Manager.

c. Additions or alterations made by owners to shrubs or trees must be approved by the Buildings and Ground Committee. These changes are then the responsibility of the owner for maintenance and replacement with the exception of trimming. To avoid confusion and maintain uniformity, trimming will be included in Association contract.

d. If, after a modification is made, a resident no longer wishes to continue with this responsibility or does not maintain it, the Association will again assume responsibility, but it will then be maintained at Association standards.

e. Only flowers and shrubs may be planted by owners with committee approval at owner's expense. Vegetable gardens are not allowed.

f. Plantings shall not interfere with normal buildings and grounds maintenance. Flowers planted around trees, shrubs or in beds should be planted so that they do not hang over the grass when full grown. Mowers are not responsible for damage. No gravel or decorative stones are allowed.

g. The Association does not approve edgings, other than diamond edging, but does not encourage use of diamond edging. If resident does use it, the Association is not responsible if it is damaged by mowers, snow removal or in any way.

h. Maintenance and watering of the plantings are the owner's responsibility and if not properly maintained, the plantings are subject to removal.

i. The planted areas shall continue to be Common Area with the Association reserving the right to terminate authority previously granted and to remove improvements should such action be necessary.

j. Watering of lawns by owners is permitted. All hoses not in use shall be removed from the Common Area.

(2) **Replacement of Shrubs and Trees – Association**

a. The Association will add no new plantings unless approved by the Buildings and Grounds Committee and the Board of Directors. We have some areas which were deliberately left in a natural state.

b. The Association will not establish a fund for replacement of trees as memorials. If trees die or must be replaced, they will be budgeted.

c. Replacement does not always mean the same kind of tree or bush or in the exact pot from which it was removed. Sometimes it is necessary to change the type used because of soil, or amount of shade or sun etc.

d. Trees or shrubs are not removed or replaced just because a resident or residents decide they do not like or want a tree or shrub. The Association does not remove healthy trees or shrubs unless a problem is being created that can be rectified no other way.

e. The West berm is on a Wisconsin Electric easement. No trees may be planted on this berm. What is on the berm at this time has been approved and cannot be added to, but can be replaced with a low planting, if necessary.

(3) **Trimming of trees and Shrubs**

a. Trimming of all trees and shrubs is done by a contractor.

b. No trimming is to be done by resident.

2.12 Patio and Sidewalk Improvements and Fencing

(1) The Buildings and Grounds Committee shall recommend to the Board of Directors standards for construction specifications and other conditions and limitations upon the improved area.

(2) As set forth in ARTICLE IV, Section 1 of the Declaration of Condominium, alterations of a portion of the Common Area may be specifically requested by a property owner but must be approved by the Buildings and Grounds Committee and authorized by the Board of Directors.

(3) All patio improvements and extensions and associated landscaping improvements must be contiguous to the unit being improved.

(4) Any improved area shall continue to be Common Area rather than an extension of the Limited Common Area of the owner.

(5) The Association is responsible for only those patios that are the original size put in by the building. If they have been altered, they are the responsibility of the unit owner (Unit file shows changes)

(6) The Associations replaces patios when the step down from the unit is more than eight (8) inches, if they are tilting badly or generally in bad condition. Standard size at Association expense, if altered at owner's expense.

(7) The Association reserves the right to terminate authority previously granted and to remove improvements at the expense of the Association at any time should such action be deemed necessary or desirable by the Board of Directors.

(8) The improvement costs, including damage to Common Area due to construction, and expense of maintenance and repair of authorized improvements to be made on Common Area, shall be paid by the owner securing such authority and his successors and assigns.

(9) Additional patio railing must be approved by the Building and Grounds Committee, following the same procedure as for other improvements.

(10) Patio lighting was approved as described in standards book. No decorative lighting has been approved.

(11) Any materials used for the construction of patios, other than concrete, must be specifically approved by the Building and Grounds Committee. Specifications for Concrete patios are listed below.

(12) All improvements must take into consideration elevation and grade so as to avoid any possible drainage problems.

(13) Specifications for Concrete Patios

a. Concrete shall be at least 4" thick with wire mesh reinforcement, and be compatible with existing concrete.
b. An expansion strip shall be placed next to the building and any adjoining concrete.
c. Pitch of slab shall be away from the building.
d. Construction must be completed within ten (10) working days from starting date.
e. It will be the owner's responsibility to see that all excavated, construction and waste materials are removed from the site and the adjoining Common Area land restored to its original condition.
f. All slabs to be placed on a minimum of 4" bank run gravel based, well tamped.
g. No extension longer than 4' 0" to be made without a "score" line at each 4' 0" increment.
h. The minimum concrete mixture will be a 5-bag mix.

(14) Specifications for Fencing

a. Not to exceed 5' 0" in height.
b. "DOUGLAS FIR" 4x4s with below ground extension treated with a wood preservative.
c. All 4x4s to be set to a depth of 4' 0" below grade, in a perfect vertical alignment, with a backfill consisting of a stone free mix of 50% soil and 50% fine sand, well tamped by layers.
d. Top and bottom 2x4 rails to be "REDWOOD" or "CEDAR", rough sawn.
e. Vertical screen boards to be 1x4 "REDWOOD" or "CEDAR", rough sawn.
f. The construction to be with galvanized nails, not staples! Nails to be sunk.
g. One coat of penetrating stain, a second coat of semi-transparent or pigmented stain, on dry surfaces both applied after erection.
h. Stain color to match trim color of building.

3. LODGE

3.1 Lodge Rules & Regulations

(1) THE LODGE IS A NO-SMOKING FACILITY; this includes smoke machines and devices that produce smoke. ILLEGAL DRUGS ARE NOT PERMITTED. Any violation of this rule will result in a $100.00 fine.

(2) As of 1/1/04, reservations will not be accepted for back-to-back events. Reservations will be accepted for Friday and Sunday or Saturday only rentals.

(3) Grilling/ barbecuing is prohibited on the deck and in the pool area at all times.

(4) Reservation of the Lodge INCLUDES the following:

- The exterior areas WEST of the meeting room
- The DECK facing the pond

Reservation of the Lodge DOES NOT INCLUDE the following:

- Exterior recreational area
- The POOL privileges area during the event
- Tennis Courts

(5) No persons under the age of 18 are permitted in the Lodge without being accompanied by an adult resident who shall be responsible for their actions. If the owner reserves the Lodge for their child/children, then the owner is FINANCIALLY RESPONSIBLE for all damages or theft that occurs to the Lodge.

(6) An owner when bringing guests into the Lodge, MUST remain in attendance at all times and is personally responsible for any damage or theft on or about the Lodge premises.

(8) Owners reserving the Lodge will inspect the premises prior to the reserved time. They will make notations as to any irregularities and will advise the Administrator in writing of such irregularity prior to confirming the reservations.

(9) Owners are responsible for keeping all doors closed while air conditioning and heating systems are in operation. Owners will be responsible for any damage caused if doors are left open. The thermostat will be set at 70 degrees (winter) and 76 degrees (summer) during normal Lodge hours and setback other times for energy savings; tampering with the thermostat will result in a fine.

(10) A $150.00 Security Deposit is required for all Lodge reservations. The security deposit MUST be received from the OWNER's personal funds and NOT from a non-owner. The entire Security Deposit will be held for a period of ten (10) days following the event and will be refunded to the owner once it has been determined by the Administration that nothing is missing and no damage has occurred to either the interior or exteriors of the Lodge and grounds.

(11) If the owner CANCELS a reservation date for the Lodge AFTER the *L'Eaves Dropper* newsletter has been printed and distributed, the owner will FORFEIT the Security Deposit.

(12) No reservations for private parties will be accepted for the following dates: December 24th, December 25th, December 31st, January 1st.

(13) Reservations for private parties may be made one year in advance of the event. Owners may reserve the same high-demand date in succeeding years ONLY if no other owner has requested that date within one week.

(14) The Security Deposit of One Hundred and Fifty ($150.00) and Reservation Fee for Lodge rental (according to number of guests) and Mandatory Cleaning Fee ($50.00) MUST be received and confirmed by the Administrator by the 20th day of the month preceding the date of the scheduled event. The reserved dates will be posted on the calendar in the *L'Eaves Dropper* newsletter notifying other owners that the Lodge is reserved for that particular date.

(15) The Security Deposit AND Lodge Reservation Fee for Lodge rental is based on the number of guests who will be attending the event. The following is a breakdown of the fees and deposits:

0 -12	No reservation fee
13- 50 guests	$100.00 reservation fee (Non-Refundable)
	$150.00 Security Deposit (Refundable)
51 -100 guests	$150.00 reservation fee (Non Refundable)
	$150.00 Security Deposit (Refundable)

(16) The Lodge is also available for Post-Funeral functions. The above fees will be assessed based on the number of people anticipated to attend.

(17) Unreserved Use of the Lodge:

The Lodge may be used Without Reservation as follows:

- Unreserved use of Lodge must be between 9:00 AM and 11:00 PM
- No security fee is required for Unreserved Use
- Owner MUST be in attendance for Unreserved use.
- Owner is responsible for damages that may occur during unreserved use of the Lodge
- PROHIBITED: The Lodge MAY NOT be used solely for the purpose of a function such as WORSHIP, BIBLE STUDY or POLITICAL Activities.

(18) By February 1st of each year, the Chairperson of the Residents Activities Committee must present to the Administrator all reserved dates the Committee would like for the coming year.

(18) Enforcement

Violations of these rules may be reported by any adult owner in one of the following manners:

- In writing, listing name of offender if known, violation observed, time and place of occurrence, name and address of reporting owner

- If the infraction is a violation of a City of Milwaukee ordinance, contact
  -- Milwaukee Police Department
  -- Association Board of Directors
  -- Administrator

(19) Any infraction of Lodge Rules, except as otherwise stated, shall be enforced in the following manner:

- 1st Infraction - Send a certified letter or warning explaining the violation(s) Owner is responsible for damages incurred.

- 2nd Infraction - Send a certified letter requesting an appearance before the Board of Directors. Action taken by the Board may include the assessment of a penalty of up to $150.00 and/or suspension of the owner's right to utilize the recreational facilities for a period of one (1) year.

- If the Board suspends the owner's right to utilize the recreational facilities, the owner must turn in their Lodge/Pool key to the Association office for the suspension period.

Servite Woods Homes Association, Inc.

8543 North Servite Drive Milwaukee, Wisconsin 53223
(414) 355-1100 Fax (414) 355-5290

(SAMPLE) LODGE RENTAL CONTRACT

I, the undersigned, make application for the use of the Lodge for the private use for (state purpose) _____ from 9 a.m. to 9 a.m. o'clock on (date) _____ , 20___ and tender a total amount of $ _____ .

Number of guests _____ .

Reservation Fee:	0 - 12 guests	No reservation fee
	13 - 50 guests	$100.00 reservation fee
	51 - 100 guests	$150.00 reservation fee

State name of catering service _____ Phone _____

Set up time needed (not to exceed three (3) hours immediately prior to party) _____ .

I agree: (Please initial in each space provided by each number.)

1. To comply with all condominium documents and Lodge Rules concerning usage. Copy of Lodge Rules is attached. _____

2. To pay a Security Deposit of $150.00 for each 24-hour period on or before 4:30 p.m. of the 20th date of the month preceding reserved date. If such amount is not received within the times specified, this agreement shall be null and void, and the Reservation Fee will be cancelled. The Reservation Fee will be forfeited if the reservation is cancelled after the *L 'Eaves Dropper* has been printed. _____

3. To meet with a person designated by the Administrator for a pre-party inspection and a post-party inspection. _____

4. Not to use the Lodge solely for any commercial or political fundraising activities or for religious activities (i.e., worship services, Bible studies, prayer meetings and/or rallies). _____

5. To leave the Lodge premises and adjacent outside areas in a clean and orderly fashion, and to securely tie and dispose of all garbage bags into the dumpster near the maintenance garage. _____

6. Maintaining Orderliness:
   a) To return all folding tables and chairs to the storage room and to stack them in the same areas and in the same manner they were stacked upon arrival. _____

   b) To return all furniture to the original location, including sofas, tables and chairs. _____

7. To pay for any theft, damage or additional cleaning service which might be incurred during the rental period (until 9:00 a.m. the following day), and I authorize the use of my Security Deposit to be applied for that purpose. I further agree that if theft, damage or additional cleaning costs exceed $150.00, I will be held responsible for the additional costs. Damage or theft must be documented in writing and must be reported to the Association office as soon as possible. _____

8. To make sure that no one in my group parks on the grass or in a way that would deny emergency vehicles access to the Lodge. _____

9. That I may not hang any decorations, pictures, etc., from the walls, ceilings or artificial trees. I further agree that I will not use tape, tacks, or any other means to affix anything to the walls, ceilings or artificial trees. I understand that candles and helium balloons are not allowed, and that all decorations, inside and outside, are to be removed. _____

10. To consent to the administrative imposition of fines as set forth in the attached schedule._____

11. To be in attendance throughout the reserved time period. It is my responsibility to see that the building is secured and all exit doors are locked. _____

12. Party givers are responsible for any accidents that might occur as a result of this Lodge rental. _____

13. To be responsible for any actions of my guests attending this function. _____

I acknowledge that I have received the published rules for the use and enjoyment of the Lodge and specifically acknowledge my responsibility as a host to fully comply with all rules. I understand that all or part of my $150.00 Security Deposit may be withheld for inadequate cleaning, damage or rule infractions. (See Lodge Rules)

Dated _____ Signed _____

Home phone _____ Business phone _____

Pay Security Deposit of $150.00 by (date) _____

Pay Reservation Fee of $ _____ by (date) _____

Pay mandatory Cleaning Fee of $50.00 by (date) _____

Keys to the Lodge and kitchen cleaning supply closet will be furnished the evening before reservation time by the Administrator and must be returned prior to the return of the Security Deposit.

Date key given _____ Tag Color _____ Date key returned _____

Lodge Check List *(To be used when hiring a Cleaning Service)*

____ (1) Lodge is to be cleaned no later than 9:00 a.m. the following morning.

____ (2) Replace all furniture back in its original place. Do not move the brass chests located in the Lodge by the handles. If it is necessary to move them, lift them from the bottom.

____ (3) Carry garbage into kitchen and deposit in garbage containers.

____ (4) Clean chairs and tables before returning them to the storage room. (Return them to same area in the order in which they were removed. All the chairs are color coded on the bottom).

____ (5) Put Reserved sign back in storage area.

____ (6) Remove all leftover food, garbage, etc., from kitchen.

____ (7) Clean up immediate exterior areas of Lodge.

____ (8) Turn off air conditioner if being used. Turn switch to auto/off position.

____ (9) Disengage locking device on the side Lodge door that enables the door to be opened from the outside without someone unlocking the door for each visitor.

____ (10) Check that the windows and doors are closed and locked. Blinds should be in closed position. Before drawing blinds back, you must use short metal cords to adjust individual blinds to "open" position. (If this is not done, the blinds will jam, come off the track, and possibly break the plastic clips that hold them to the rod.)

____ (11) Exit through the side Lodge doors. Be sure that you are the last one out after the event so you can engage the dead bolt on the door at the end of the hall by the offices.

FINES FOR INFRACTIONS OF LODGE RENTAL CONTRACT

INFRACTIONS	FINES
Pool use during lodge rental period	$150.00 (Security Deposit)
Smoking in the Lodge	$100.00
Tampering with the security cameras	$100.00
Not returning tables/chairs to original location in store room	$50.00
Not returning furniture (including sofas, chairs and patio furniture) to original location	$30.00
Additional Cleaning Services	
Carpet cleaning	At cost
Refrigerator (excessive cleaning)	$30.00
Stove (excessive cleaning)	$30.00
Restrooms (excessive cleaning)	$30.00
Removal of decorations (inside and outside)	$10.00
Removal of debris on deck/pond	$30.00
Removal of garbage bags	$20. 00
Cost of REPAIR or REPLACEMENT of broken or damaged furniture, equipment or grounds	At cost

4. SWIMMING POOL RULES

The following rules have been adopted to provide minimum guidelines for your enjoyment of the Servite Woods swimming pool. Common sense has dictated the wording of some of these rules, while others are dictated by the mandatory adherence to the City of Milwaukee Health Department Rules for Swimming Places.

4. 1 General

(1) Our pool will be open to residents and their guests at all times subject to the following:

a. During the summer months, the pool will be open between 6:00 a.m. and 8:00 a.m. and between 10:00 a.m. and 11:00 p.m. The pool will be closed daily between 8:00 a.m. and 10:00 a.m. for regular cleaning and maintenance.

b. Children under 18 years of age must be accompanied by a responsible adult resident.

c. Infants not toilet-trained should be adequately diapered and must wear heavy plastic or rubber pants under the swimsuit.

(2) Guests are defined as anyone who is not a resident of Servite Woods and, therefore, can use the pool only when accompanied by an adult resident. No more than four guests per adult resident are permitted.

(3) The swimming pool gates must be locked at all times, as specified by the Milwaukee Health Department. At NO TIME will the gate lock be obstructed to prevent the gate from locking, and access to the pool shall only be permitted through the gates or Lodge. ANYONE violating this rule may be denied access to or use of the pool.

(4) Any resident has the right and duty to report violations of any rules to the Office as soon as possible with specific data (i.e., date, times, names, violations, etc.).

4.2 Safety and Health

(1) NO GLASS ITEMS ARE ALLOWED IN THE POOL AREA. (May be waived for Association functions.)

(2) No FOOD, GUM, CANDY, etc., are allowed in the pool.

(3) All commonly recognized rules of personal sanitation and safety shall be observed. Shower facilities are available at the pool. Parents, please instruct children/guests in this area. Use restroom facilities before entering the pool.

(4) Sanitary behavior and standards are expected in the use of the pool. The pool should not be used by persons having reason to believe that they have an illness which might jeopardize the health of others.

(5) Use of athletic equipment, running on the pool deck, pushing, wrestling, dunking in the pool and similar behavior will NOT be permitted.

(6) While swimming alone is not restricted, generally it is recommended as a safety factor that every consideration be given to proper companionship.

(7) Life Saving Equipment (reach pole, ring buoy, etc.) is for safety and emergency use ONLY.

(8) In order to ensure the safety of the children in your care, limit the number of children to four children per adult resident.

4.3 Social

(1) The swimming pool CANNOT be reserved for private or special functions. Residents or guests of any special or reserved parties at the Lodge do not have access to the pool. (See Lodge Rule No.4.)

(2) Access to the Lodge while wearing swimming attire is prohibited, except in cases of medical emergency.

(3) Frayed cut-offs, long pants, etc., are not acceptable swimming attire.

(4) ALL persons are responsible for cleaning ANY litter caused by their use of the pool area.

(5) No cooking will be allowed within the fenced area of the pool. (May be waived for Association functions.)

(6) Portable battery-operated radios, hi-fis, etc. while permitted, should not be used in a manner which disturbs other occupants of the pool.

(7) Use of rafts will be permitted when there are fewer than four (4) swimmers. While pool toys (rafts, "noodles", floatation devices, balls, etc.) are great fun, consideration should be given when they may interfere with others in the pool. If the pool area is crowded, please place these "toys" along the fence line when not in use to prevent accidental tripping.

(8) Furniture must NOT be removed from the pool area or placed next to the edge of the pool.

(9) No pets are allowed in the swimming pool area.

PLEASE BE CONSIDERATE OF YOUR NEIGHBORS!
ABUSES PRECIPITATE RESTRICTIONS!

5. TENNIS COURT RULES

5.1 Tennis Court Rules

(1) Gates to the tennis courts must be locked at all times.

(2) Play should not exceed one hour if courts are in demand.

(3) A resident adult must be present during period of use.

(4) Tennis shoes must be worn

(5) All regular tennis rules pertaining to conduct apply.

(6) Owners are responsible for any damage caused by them, members of the household and their guests.

6. PARKING RULES

Since parking rules affect everyone in the Servite Woods Homes Association, an effort is made to be fair to all residents. Due to the different architectural designs and parking configurations in each of the Servite Woods phases, there may be some hardships and/or conflicts. In that case, common sense and consideration for the rights of others should be the guiding principle.

6.1. No Parking Zones

(1) All Servite Woods roads are designated fire lanes. No parking is allowed on any Servite Woods Homes Association road or any area marked "No Parking".

(2) No parking is allowed on sidewalks, in front of stairways or entry walks, on landscaped areas, in areas which impede ingress or egress to a unit or any Common Area facility, or in any manner which would obstruct access to a trash container.

6.2. Special Parking Restrictions

(1) Town Houses. Each unit is assigned one restricted parking space in front of the garage. At certain buildings, additional spaces have been provided for guests and service vehicles (during business hours) and are not to be occupied by owners' vehicles on a daily basis. Common area parking is provided in adjacent areas and may be used without restriction in the event that owners require additional parking for personal vehicles.

(2) Garden Units. Each unit (i.e. west of Servite Drive) is assigned specific restricted underground parking space(s). In the event additional parking is required, owners may use the outdoor parking area designated only for their building. Guests and/or service vehicles may not park in any parking space assigned to a specific unit without the express permission of the owner of that unit.

(3) Boats, trailers, campers, motor homes, school buses and similar vehicles may not be parked within Servite Woods. (No areas are designated for this purpose.)

Commercial trucks or construction equipment of any type (unless owned by the Association), shall not be parked in the Common Areas or Limited Common Areas, except when being used to provide service to the Home Owners Association or unit owners during reasonable working hours. The home environment of Servite Woods shall not be impaired by the presence of the automotive equipment of a type not normally used to provide passenger transportation.

(4) Underground Garage Height Restrictions. Vehicles, such as SUVs and augmented Pickups, etc., are restricted from parking in underground garages unless the height of the vehicle (approximately 68 inches, 5' 8") clears the lowest hanging equipment (eg. automatic door openers, heating pipes, etc.) by at least one inch (1"). Owners of vehicles that cause damage to a garage, including but not limited to damage to door openers and piping, are responsible for the cost of such repairs.

6.3 Servite Woods Parking Stickers

(1) All residents' vehicles must display a valid Servite Woods Home Association parking sticker on the lower part of the left rear or side window.

(2) Two Parking Stickers are assigned to each unit. A third sticker will be allowed under special circumstances approved by the Board of Directors.

(3) Parking Stickers may be obtained at the Servite Woods office upon presentation of proof of ownership or lease agreement.

(4) A completed information form must be on file at the office for each vehicle.

(5) A warning notice will be placed on vehicles without a Servite Woods Homes Association sticker. After three (3) days of non-compliance, the vehicle will be towed away at owner's expense.

6.4 Guest Parking

(1) Guests may park in outside common areas for no longer than a 48 hour period (see 5.1 and 5.2 above)

(2) If a guest will be parking in any Association parking area for longer than a 48 hour period, but less than 3 days, the owner must provide the office (Administrator or Resident Maintenance Manager) with the following information: the name of guest, the make, model and license number of guest car, the location where guest car will be parking, and length of time guest will be parking.

(3) If a guest will be parking in any Association parking area for longer than 3 days (72 hours) the unit owner the guest is visiting must request a Servite Woods temporary parking sticker as per 5.3 #(2) above; if the SW sticker is granted it must be displayed as per the directions in 5.3 #(1) above.

6.5 Parking Spaces

All vehicles must be properly parked between, and parallel to, the parking space lines. Each space is limited to one motor vehicle.

6.6 Snow Season Parking:

During the snow season, the first priority for snow removal is clearing the roads in the complex. (See *L'Eaves Dropper* announcement for specific time according to contract.) When this has been accomplished, snow will be removed from parking spaces. If a vehicle is parked in a driveway or outdoor parking space, it must be moved to an open parking space already cleared so snow can be plowed from driveways and other parking spaces.

6.7 Miscellaneous Vehicle Regulations:

(1) No vehicle shall be left standing in a parking space in a non-operative condition for longer than 72 hours.

(2) No major repairs will be allowed in any parking area either by owner of an outside automotive service. (In event of dispute, definition of "major repairs" will be determined by the Resident Maintenance Manager.

(3) No oil changes will be allowed on Servite Woods's property.

(4) Unit owners will be responsible for clean-up of fluid leaking from their vehicles.

(5) Every vehicle parked on Servite Woods property must be legally licensed by the state: license plate and tags must be current.

6.8 Violations of Parking Rules:

A violation of a parking rule should be reported in writing to the Servite Woods Administrator. Staff or Board members have the authority and responsibility to attach a warning notice on any vehicle judged to be in violation of any parking rule with a copy of notice mailed to owner. Each day a violation continues after date of correction, as specified on the warning notice, is a separate violation. A duplicate copy of any parking violation notice is to be filed with the Administrative Office for record and legal purposes.

6.9 Penalties for infraction of parking regulations:

1st Violation - A warning notice is posted on the vehicle and copy mailed to owner.
2nd Violation - $25.00 fine
3rd Violation - $75.00 fine
4th Violation - Certified letter requesting an appearance before the Board of Directors.

Action taken by the Board may include the assessment of further penalties.

7. PET RULES

Common sense and consideration for your neighbors must prevail for all Servite Woods Homes Association pet owners. All pet owners are subject to the following Rules and Regulations as adopted by the Board of Directors

7.1 Pet Rules and Regulations

(1) No pets of any kind shall be kept in Garden Apartment unit buildings 5, 6, 7 and 9. There are no exceptions to this rule.

(2) The maintenance and keeping of small, orderly domestic pets is permitted, including dogs, cats and caged birds and is not to exceed two of each variety per unit. Pets may not be kept or maintained for commercial purposes or for breeding.

(3) Dogs known typically for their occasional violent disposition (e.g. Rottweiler, Pit Bull, and Doberman Pinscher) are not allowed in resident units or on the condominium common areas.

(4) All pets shall be inoculated according to law in the City of Milwaukee. (No exceptions.) It is required that all pet owners will comply with all applicable regulations mandated by the City of Milwaukee.

(5) All pets shall be on a leash and controlled by a responsible person when outside of the owner's unit and on common areas.

(6) No animal may be leashed to any stationary object in the common areas.

(7) Use of pet runs is required. Clean-up equipment and materials are available, including small shovels and garbage cans. Pet owners are responsible for cleaning their pet's residue left on the grounds of all common and public areas, including patios and/or balcony. These must be cleaned at once. See Section 79-12 City Ordinance.

(8) Pets are restricted from the pool area, the lodge interior and its deck, and from within the fencing of the tennis courts.

(9) Pet owners shall be responsible for all damage caused by allowing pets to contaminate any common areas.

(10) Pet owners are expected to keep pet noise to an absolute minimum. No dog shall be permitted to bark, howl, or make other loud noises for a time to disturb neighbors' rest or peaceful enjoyment of their unit or the common areas.

(11) All complaints regarding Pet Rules shall be put into writing and conveyed to the Servite Woods Homes Association Administrator.

a. First Complaint – Letter of warning explaining a specific violation.

b. Second Complaint – Automatic $50.00 fine.

c. Third Complaint – Automatic $100.00 fine --- A certified letter shall be sent to the owner requesting appearance before Board of Directors for Board action.

d. Fourth Complaint – Pets causing or creating a nuisance or unreasonable disturbance or noise shall be reported to the Department of Neighborhood Services. A court appearance is required.

For additional information call 414/286-2268.

8. STORAGE AND TRASH ROOM RULES (BUILDINGS 5, 6, 7, 8, 9)

8.1 Regulations Concerning the Common Storage Area

(1) Storage is available only to owners of units within the buildings in which the storage unit is located.

(2) Regulations and permission for storage of personal property:

a. Owners shall identify storage materials with their name, unit number and date.

b. Any items may be removed and disposed of without liability of the Association following approval by the Board of Directors and a notice to the owner.

(3) No flammable items or motor vehicles (e.g. motorcycles) may be stored in these areas.

(4) The Association agents and its employees will not be liable for any damaged, lost, or stolen items from these storage areas. The owner shall assume all risk involved in such storage.

(5) Owners are responsible for the care and maintenance of the storage area and no Servite Homes employees shall be responsible for the neatness or orderliness of the storage facility.

8.2 Regulations Concerning Trash

(1) All City of Milwaukee rules and regulations regarding separation of trash are to be observed.

(2) All material to be disposed should be placed in the separate bins or spaces as labeled (e.g. glass, plastics, newspaper).

(3) All garbage is to be securely wrapped in plastic bags and placed in the garbage dumpster.

(4) No furniture, building or remodeling materials (including carpeting, tile, plasterboard, etc), or electronic equipment is to be placed in the trash rooms.

(5) No flammable or explosive materials are to be placed in any trash room.

9. SECURITY LOCK SYSTEM AND ATRIUM KEY RULES

9.1 Facility Key

(1) One (1) which will be coded to allow access to the swimming pool, tennis court and lodge shall be assigned to each unit owner.

(2) Lost or damaged Facility Keys will be replaced at the office at the prevailing price.

(3) Facility Keys are re-coded at the office each year after May 1st. Any unit with a record of unpaid fees, assessments or fines shall, in accordance with Servite Woods Homes Association By-Laws, be denied re-validation of the Facility Key.

9.2 Atrium Key

(1) Lost Atrium Keys will be replaced in the office at the prevailing price.

10. LEASE REGULATIONS

10.1 No Rental Rule

(1) In order to preserve high standards of maintenance and care no unit or any rooms in a unit may be rented and no tenants may be accommodated. (See Second Amendments to Declaration of Condominium of Servite Woods Condominium Homes recorded December 1, 2001, with the Register's Office, Milwaukee County, Wisconsin.)

10.2 Grandfather Rental Rules

(1) Leases negotiated prior to December 1, 2001, shall contain the following provisions:

a. The lease must be in writing, signed by the owner and the tenant, and on file in the Servite Woods Homes Association office.

b. Lessee hereby agrees to be bound by the provision of the "Declaration of Condominium", the By-Laws as amended, and all rules and regulations of the Servite Woods Homes Association. Lessee also acknowledges receipt of copies of said documents.

c. Tenancy includes the living unit, the parking and storage area of the lessor; the lessee shall verify such designated areas with the Association.

d. Lessee acknowledges receipt of keys to the Lodge, Pool and a mailbox key, and agrees to surrender such keys and any loaned common property to the unit owner upon termination of this lease.

e) Lessee, if Association assessments for such unit are not in arrears to date, shall enjoy any and all privileges of an Association member in good standing, but may not vote as an Association member.

f) Renters insurance coverage shall be kept in force during occupancy by the Lessee. If the Lessee does not comply, then the owner shall be subject to a fine of $100 per month until rectified.

11. INSTRUCTIONS FOR THE PAYMENT OF FEES AND FINES

The Association notes that maintenance fees, fines and other penalties are assessments

11.1 Violation

The fine for a violation of any and all applicable laws, the Condominium Declaration, Condominium By-Laws and Condominium Rules, Regulations and Guidelines shall be $25.00 unless otherwise stated in any other section of the Rules, Regulations, and Guidelines. Each day a violation continues after date for correction, as specified in the notice given to the unit owner, is a separate violation.

11.2 Delinquency

Association maintenance fees and other assessments are deemed delinquent if paid more than 10 days after the date of the assessment. As of January 1st, 2014, delinquent accounts shall be assessed a late fee of $50.00 per month. **(Amended 10/23/13)**

11.3 Payments

Maintenance fees received and processed by the bank will be considered late if not received by the 10th of the month; if the 10th falls on a weekend or holiday, all payments are due the previous business day.

All delinquent accounts paid at the Association Office must be paid by Cashier's Check or Money Order. No payment in the form of cash or personal check will be accepted in the Association Office.

11.4 Collection

The Association shall pursue collection of past due assessments according to the following procedure.

When a member has been in arrears for two months, the account shall be referred to an attorney for collection. Collection methods may include filing a lien on the condominium unit and foreclosure.

If, at any time, a unit owner makes a partial payment of the total amount due the Association, the payment shall be applied to arrears in the following order.

1. Collection costs, including attorney's fees.
2. Special assessments (including, but not limited to fines and other penalties)
3. Monthly assessments, oldest to newest.

12. ADDENDUM - GENERAL SPECIFICATIONS

(These pages include all the information from the Original Condominium Documents - referred to in By-Laws - Article V, Section 2 as pages 300-306)

GENERAL SPECIFICATIONS — 36 (32) Family – Servite

DIVISION "A"

1. Concrete Footings:
   Concrete Footings for walls and piers shall be of sizes to confirm with code.
2. Basement Floors, Garage Floors - 4" thick:
   Floors to be 3" thick to be poured monolithically pitched to floor drain.
   NOTE: Concrete is inelastic and subject to cracking due particularly to change in temperature. Such cracking does not decrease the structural strength or a loss of serviceability. Builder does not represent that it will install crack-free concrete.
3. Basement walls:
   Walls to be constructed of concrete blocks with precast concrete columns and prestressed concrete girders.
   Water-proofing of masonry parging.
   Basementless areas to be covered with 6 mill poly, gravel over the top.
4. Chimneys:
   Tile, brick and block

DIVISION "B"

1. Lumber:
   a. Exterior walls - Frame and veneer
      1. Sheathing - insulated 1/2" 4 x 12
      2. Siding - Masonite 7/16" 4 x 8
      3. Shingles - Asbestos #235
      4. Exterior painting: Olympic stain per manufacturers specs.
   b. Floor framing - first floor 12" precast 2" topping
      Second floor steel and 5 1/2" concrete.
   c. Partition framing KD Hemlock
      Soundwall double wall insulation filled with sound stop board.
   d. Roof framing - partial conventional and truss construction E.W.I. Comm. Approved
   e. Roofing - 1/2" CD Plyscore-asphalt 4 x 8 CD Underlay 15# felt.
2. Millwork:
   a. Windows: DH & Slide bys by A-Core
      Aluminum-glass: Insulated-weatherstripping in an integral part of windows
      Trim-drywall returns with oak sills - screens are half type aluminum
      Metal shelves
      Side lites have bottle glass, patio door aluminum 6' x 6' 8" with screen
   b. Interior doors
      1. Hollow core factory prefinished oak
   c. Trim: Ranch, oak factory finished - no shoe
   d. Exterior doors - metal clad steel weatherstripped vinyl
   e. Stairs concrete poured in a metal pan
   f. Kitchen cabinets - Prefinished oak by Medallion Laminated plastic tops.
      Finish of cabinets to be golden walnut factory finish.
   g. Medicine cabinets Monarch "Capri"
   h. Garage doors:
      - 12' x 6' 6" 1 3/4" flush overhead door with rough texture facing
      Bracket mounted heavy gauge apartment type. Hi-cycle springs.
      3-24" x 12" exhaust vents installed in bottom section of each door.
      1 operator with each door KT D Vem Co. apartment operator automatic timer and
      Pneumatic trudle hose switch. Outside key lock switch.

DIVISION "C"

INSULATION:

6" Rock wool in ceilings
3 1/4" batts with 2 mill poly

DIVISION "D"

WEATHERSTRIPPING & CAULKING:

Windows and doors to be weatherstripped per plans
Caulking where veneer and wood contact

DIVISION "E"

DRYWALL

1. Sheet rock 1/2" ceilings and walls, tape at seams, sand finish - 1 coat sealer with Hi-pac paint.
2. Sheet rock 5/8" at sound walls.

DIVISION "F"

HEATING & AIR CONDITIONING:

1. Heating: Hot water 2 pipe system
   a. Prime heating gas (Natural)
   b. Secondary oil #2 light oil - 2 - 275 tanks
   c. Baseboard radiation - cream Crane Petite VII
   d. Circulator: B & G Model 60-205
   e. Boiler: Whirlpool # 35 - 4 240FGO
      Output - 2,800,320 BTU
      Net Rating - 1,510,000 BTUH
   f. Individual apartment control B & G Zone Valve Model 2 1/2 " s
2. Air Conditioning: 1 1/2 ton central climatrol (or equal). Remote condensing unit located at grade, combination heating and cooling thermostat.

DIVISION "G"

PLUMBING:

1. American Standard Cast iron Kitchen Sink - White
2. Lavatory main bath - Sandel Marble molded, various sizes and colors
3. Water closet main bath - Universal Rundel - rear outlet white
4. Bathtub main bath - Universal Rundel Fiberglass tub module
5. Moen shower over tub
6. Water closet powder room Universal Rundel Floor Outlet white
7. Lavatory powder room - Sandel marble various sizes and colors
8. Shower curtain rod
9. Day and nite water heater by association (3 per building)
10. Public water supply
11. Public sewage disposal
12. Footings connected to storm sewer

DIVISION "H"

ELECTRICAL

1. 70 AMP Service with circuit breakers
2. 16 circuits
3. Receptacles to be duplex
4. Switches to be silent
5. Chimes at front entrance
6. Lighting fixtures per model
7. Special outlets for range, garbage disposal, auto washer, automatic dryer, dishwasher, air conditioner.

DIVISION "I"

PAINTING & DECORATING

1. Doors and woodwork prefinished per model
2. Walls and ceiling off white, 1 coat included with drywall spray Hi-pac
3. Windows - prefinished

DIVISION "J"

FINISH FLOORING

1. Kitchen - Cong. Narin Spring ,093
2. Bathroom: Ceramic 1x1 set in thin set
3. Powder Room: ceramic 1x 1 set in thin set
4. Tub area part of Fiberglass tub module
5. Bathroom accessories - 3 ceramic recessed - Powder Room - 2 ceramic attached.
6. All other floors carpeted Mohawk

DIVISION "K"

APPLIANCES

1. G. E. Electric range J342
2. G. E. Electric refrigerator TBF 16SP
3. G. E. Garbage disposal FC 110
4. G. E. Automatic washer VWP1020
5. G. E. Automatic dryer DDP1200P
6. G. E. Dishwasher SD281
7. Broan exhaust fans
8. Broan exhaust hoods

DIVISION "L"

SPECIALTIES:

1. Central sprinkler system
2. Central alarm system
3. Central TV antenna
4. Communication system from gate

GUARANTEE:

All phases of work passed by building inspector and conforming with local codes shall constitute accepted workmanship. All work shall be done in a good and workmanlike manner substantially the same as the model home and in accordance with the standards of the industry.

It is understood that all phases of work shall be guaranteed for a period of one (1) year against defects in workmanship and materials unless otherwise specified defined under each division. Builder reserves the right to make substitutions in all items with an "equal or better than" product.

GENERAL SPECIFICATIONS

DIVISION "A"

1. Concrete footings:
   Concrete footings for walls and piers shall conform with applicable building code.
2. Basement floors:
   Floors to be 3" thick, to be poured monolithically pitched to floor drain.
   Note: Concrete is inelastic and subject to cracking due particularly to change in temperature. Such cracking does not decrease the structural strength or a loss of serviceability. Builder does not represent that it will install crack-free concrete.
3. Basement walls:
   Walls to be of concrete block construction per block with masonry parging.
4. Chimney:
   a. 3 bedroom end units - Majestic Thulman L36A woodburning prefabricated fireplace with chimney. Includes screen.
   b. Metalbestos State approved chimney in balance of units.

DIVISION "B"

1. Lumber
   a. Exterior walls: KD Hemlock
      Sheathing: Asphalt Impregnated Insulated
      Siding: Masonite Woodsman
   b. Floor framing: So. Pine #2 KD G allowing 10% MG
   c. Sub-flooring: 1/2" plyscore 4 x 8
   d. Partition framing: KD Hemlock
   e. Ceiling framing: So. Pine #2 KD MG allowing 10% MG
   f. Roof framing: Trusses - State approved Engineered Wisc. Ind. Comm. Approved
   g. Roofing: 1/2" plyscore - Asphalt shingles - #235 underlayment # 15 felt
2. Millwork:
   a. Windows: Winter Seal Series - slide bys insulated glass. Weatherstripped
   b. Interior doors: Flush hollow core oak factory finished
   c. Interior trim: Ranch oak prefinished oak in closet
   d. Closet doors: 8' particle board
   e. Entry exterior door: Metal clad
   f. Main stairs: Pine treads and risers - oak stringers - oak handrail
   g. Kitchen cabinets: Oak prefinished golden walnut.
      Laminated plastic counter tops. Bath vanity same.
   h. Medicine cabinet surface mounted by Monarch
   i. Overhead garage door 9 x 7

DIVISION "C"

INSULATION: 6" Rock wool in ceilings. 3 1/4" Batts in walls

DIVISION "D"

WEATHERSTRIPPING: Windows and front entry door to be factory weatherstripped

DIVISION "E"

DRYWALL: Sheet rock 1/2" and 5/8" Gypsum, tape at seams, sand finish -
1 coat sealer with Hi-pac paint

DIVISION "F"

HEATING AND AIR CONDITIONING:

1. Heating: Gas fired Mueller-Climatrol 174 force air -
   Input 105,000 BTUH - Output 84,000 BTUH
   Controls Detroit Lube American Standard
2. Air Conditioning: 2 1/2 ton Mueller-Climatrol Central.
   Combination heating and cooling thermostat
3. Broan ducted hood in kitchen.

DIVISION "G"

PLUMBING:

1. Cast iron kitchen sink
2. Lavatory main bath molded marble
3. Universal Rundel water closet main bath
4. Main bath - bathtub Universal Rundel Fiberglass tub module
5. Moen shower over tub
6. Universal Rundel water closet in powder room
7. Laundry tub in basement
8. Shower curtain rod
9. 40 gallon gas A.O. Smith (or equal) water heater
10. Footings connected to storm sewer
11. Public water supply
12. Public sewer system
13. Waste, drain and vent GI or 40 PVC
14. Water lines GI or copper
15. T's and valves for automatic washer

DIVISION "H"

ELECTRICAL:

1. 100 AMP service with circuit breaker
2. 14 Circuits
3. Receptacles to be duplex
4. Switches to be silent
5. Special outlets for range, dryer, disposal, dishwasher and air conditioner.
6. Light fixtures per model

DIVISION "I"

PAINTING AND DECORATING:

1. Doors, woodwork and miscellaneous millwork to be prefinished
2. Walls and ceilings 1 coat off-white in drywall spray Hi-pac
3. Metal shelves

DIVISION "J"

FINISH FLOORING:

1. 1/2" underlayment ply
2. Kitchen - Congoleum Nairn sheet goods
3. Main bath - ceramic set in mortar
4. Balance of floors carpeted with Nutone
5. Powder room - Congoleum Nairn sheet goods

   Note: Tub area part of Fiberglass tub module - Bathroom accessories 3 ceramic recessed - Powder room accessories 2 ceramic wall mounted

DIVISION "K"

APPLIANCES:

1. G. E. Garbage disposal FC-110
2. G. E. Dishwasher SD-281
3. G. E. Refrigerator TBF-16SP
4. G. E. Range J-342
5. G. E. Automatic washer WA-8300P
6. G. E. Dryer DR 7300P
7. Broan exhaust fan in bathroom per model
8. Broan exhaust fan in powder room per model
9. Broan ducted hood in kitchen

DIVISION "L"

SPECIALTIES:

1. Central TV antenna

GUARANTEE:

All phases of work passed by building inspector and conforming with local codes shall constitute accepted workmanship. All work shall be done in a good and workmanlike manner substantially the same as the model home and in accordance with the standards of the industry. It is understood that all phases of work shall be guaranteed for a period of one (1) year against defects in workmanship and materials unless otherwise specifically defined under each division. Builder reserves the right to make substitutions in all items with an "equal to or better than" product.