RULES
and
REGULATIONS

OF

JADE GARDENS OWNERS ASSOCIATION, INC.

7801-7869 North 60th Street
Milwaukee, WI

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June 2003

1. DEFINITIONS

1.1 OWNER The person(s) or entity, which holds the legal or equitable title to a unit in Jade Gardens Condominiums. When more than one person or entity shares such title, the term owner shall apply to each of them.

1.2 RESIDENT Any person who temporarily or permanently occupies a unit, whether as owner, tenant, relative of an owner or otherwise.

1.3 INCORPORATED DEFINITIONS Each term below is defined in the declaration of condominium or By-laws of the Association and is incorporated herein:

A. Association
B. Board of Directors
C. Member
D. Declaration
E. Condominium
F. Unit
G. Common elements
H. Limited common elements
I. By-laws
J. Building
K. Declarant

1.4 RULES AND REGULATIONS These rules and regulations together with the declaration of condominium filed 4/4/79 and Chapter 703, Wisconsin Statutes and all amendments thereto, together with additional rules and regulations from time to time passed by the Board of Directors, State, County and City Ordinances shall govern and control the condominium Association.

1.5 ASSOCIATION DUES The common expenses (insurance, maintenance, water, lawn care, etc.) for running Jade Gardens are shared evenly among the 116 units that comprise the Association.

June 2003

2. PARKING –ALL VEHICLES MUST BE LICENSED AND REGISTERED.

2.1 All vehicles must be parked in designated parking areas. (See By-laws, Section 6.1c) Guest parking is available in the Northwest and Southwest parking lots as well as on 60th Street.

2.2 Driveways as well as the ends of the courtyards are considered fire lanes and thus parking is prohibited. Short term parking for loading/unloading must be indicated by the use of your flashers.

2.3 Resident or guest vehicles in excess of 5,000 pounds shall not be allowed on the condominium premises.

2.4 Vehicles shall not occupy, park upon or otherwise block the access to or exit from another unit or the approach thereto.

2.5 Maintenance or lubrication of any vehicle shall not be permitted. Maintenance shall include major repair work but shall not include minor work necessary to enable the vehicle to leave the parking area. Any costs incurred by the association for cleaning and/or maintenance of pavement, legal fees, replacement of property or disposal of any items associated with vehicle "maintenance" will be assessed to the unit owner.

2.6 Any vehicle which is inoperable shall be deemed illegally parked and if not removed within ten (10) days will be subject to removal at owner's expense and ultimate sale for any actual towing and storage charges. An inoperable vehicle includes one that cannot be legally operated according to Wisconsin Statutes.

2.7 Unlicensed vehicles are not to be parked on the premises.

2.8 Boats, campers, trailers or motor homes are not to be parked on common elements/limited common elements for more than 24 hours without written permission of the Board of Directors. Resident's trailers may be stored in the Southwest and Northwest lots for a nominal fee with the written permission of the Board of Directors.

2.9 Mini-bikes, go-carts, and other unlicensed motorized vehicles are not to be operated on the condominium premises. Grounds maintenance vehicles or other vehicles authorized by the Board of Directors are exempt.

2.10 Vehicles shall not contain "for sale" signs while parked on approaches or drives within the condominium premises.

2.11 Snow plowing is contracted out. It is your responsibility to move your vehicle(s) for the plow. Plows arrive after two (2) inches of snow.

June 2003

PARKING STORAGE RULES AND REGULATIONS
EFFECTIVE 12/01/97

1. All Unit Residents interested in storage (boat, trailer, motorcycle or car) must submit a written request to the Property Agent.

2. Unit Residents who currently have storage spaces must re-apply for storage at the start of each year. A rental agreement must be completed and will be in effect from March 1 to October 31 of the current year.

3. Unit Residents requesting storage may indicate which lot (north/south) they would prefer for storage. Individual spaces will be assigned by the Property Agent.

4. No storage will be assigned until a Resident Owner completes a rental agreement form which lists the name of the resident requesting storage, address, telephone number, vehicle description, license number and VIN#.

5. Cars, motorcycles, boats, campers and trailers can be stored, but all must be securely covered with a tarp. Boats must have DNR registration on the bow.

6. Rates for storage will be $15.00 per month for the duration of the rental agreement (fee is subject to re-evaluation at the discretion of the JGOA Board of Directors). The rental agreement can be canceled by either party via written notice. Storage fees will be paid in full with the monthly Association dues.

7. Unit Residents who are behind in Association dues payments are not eligible for storage space and may be subject to towing at the owner's expense.

8. A Unit Resident wishing to cancel a storage agreement must do so via written notice to the Property Agent within 30 days of intended cancellation.

June 2003

3. PETS

3.1 The animal ordinance of the City of Milwaukee (Chapter 78) applies to all pets at Jade Gardens as incorporated in the By-laws. In addition to Chapter 78, the Jade Gardens Owners Association reserves the right to limit the number of pets.

June 1, 2003

JADE GARDENS OWNER'S ASSOCIATION

RULES AND REGULATIONS PREFACE

Following are the rules and regulations adopted by the Board of Directors of Jade Gardens Owner's Association, Inc. These rules and regulations, together with the By-Laws and articles of incorporation of the Association and the declaration of condominium of Jade Gardens, govern the use and occupancy of the condominium and the business of the Association. Each unit owner, occupant or guest is subject to the rules and regulations herein.

The rules and regulations consist of certain rules regarding the use of the condominium, the procedures of the Association and rights and remedies in the event of a breach of a rule. We strongly encourage you to read these rules and to participate in future rule-making decisions. Your elected representatives adopt the rules for the benefit of all association members.

If there is any question regarding the meaning of any rule or whether your actions will cause a breach, please contact your Association before you act. Remember, Jade Gardens is a community of people; courtesy and consideration are at the heart of these rules.

June 2003

OTHER ANIMAL RELATED LAWS

Persons having more than three cats and/or dogs over five months of age must have an Animal Fancier Permit. Applications are obtained by calling the Department of Neighborhood Services at 286-3280. There is an annual fee and a mandatory inspection of the property. For a complete current listing of license and fee schedules visit :

www.city.milwaukee.gov/AnimalLicenseFees22606.htm

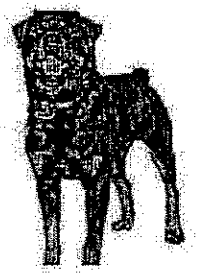
LITTER

No matter what you call animal litter feces, droppings, poop - it must be cleaned up by the owner and/or person walking the animal. Litter must be removed immediately from all areas, whether private or public property, including median strips, parks, schools, or playgrounds. Commercial or home-made "pooper scoopers" may be used. For disposal, droppings should be wrapped and put into the owner's garbage cart.

- Owners (and/or those walking the animals) may be ticketed when animal litter offenses are observed by Police or Department of Neighborhood Services employees.

- Citizens observing litter incidents can report them to the Department of Neighborhood Services at 286-2268. Be sure to provide the address of the animal owner.

NOISY ANIMALS



It is illegal to keep animals that habitually disturb the peace. Persons disturbed by such noise must make a signed written report to the Department of Neighborhood Services, 4001 S. 6th St., 2nd Floor, Milwaukee, WI 53221 and be willing to testify in court if the owner ignores an order to stop the noise. Additional information is available by calling 286-2268.

LICENSES

All dogs and cats over five months of age are required to be licensed each calendar year. Proof of current rabies immunization must be shown when applying for a license. Applications and licenses are available from the **Milwaukee Area Domestic Animal Control** at 649-8640. Visit them at 3839 W. Burnham St., West Allis, WI 53215 or go to their website at www.madacc.com. License fees are cheaper for neutered than un-neutered dogs and cats. All licenses expire December 31st. Late fees apply after April 1st. For current City of Milwaukee license fees visit:

www.city.milwaukee.gov/AnimalLicenseFees22606.htm

- Owners of unlicensed dogs and cats may be ticketed when the violation is noted by Police or Department of Neighborhood Services employees.

Milwaukee Property DATA
available on the web at
http://www.milwaukee.gov/dns

REQUIREMENTS OF THE CITY OF MILWAUKEE PITBULL AND ROTTWEILER ORDINANCE





Requirements for

- **Leash**
- **Fence or Kennel**
- **Right to handle**
- **Age limits of owners**
- **Distance from public right of way**



Helpful Tips from the
City of Milwaukee Department of Neighborhood Services

DNS-360 V2.4b 7/11/07



Requirements of the City of Milwaukee Pitbull and Rottweiler Ordinance

Chapter 78-22 of the City of Milwaukee Code of Ordinances places special requirements on owners of dogs that are one half or more American staffordshire terrier, staffordshire terrier, American Pitbull terrier, staffordshire bull terrier, miniature bull terrier or Rottweiler.

It is believed that dog owners who follow these requirements will reduce the likelihood that their dog will be involved in a bite. In addition, neighbors and people who pass by the dogs when in the yard or when being walked will be less likely to feel threatened by the dog.

Leash and training requirement

Any person who walks a Pitbull or Rottweiler dog must be at least 16 years old and be able to control the animal. A person older than 16 who is of slight stature may not be able to control a large Rottweiler and may not walk the dog. In addition, the owner of the dog must attend a dog behavior class. These classes are offered by the Wisconsin Humane Society, (414) 431-6156. Visit www.wihumane.org for details.

Fence or kennel requirements

The owner of a Pitbull or Rottweiler dog must have one of the following installed in their yard.

Option #1.

Install a fence that is sufficient to contain the dog. Sufficient height is determined on a case by case basis by a DNS inspector. Climbable objects may not be placed next to the fence if they may allow the dog to jump out of the yard.

The fence must be made of non-climbable material (such as stockade type fencing). The fence must be set at least 3 feet from any alley, sidewalk or other public right of way.

The dog may not be allowed to dig under the fence. Steps must be taken to prevent this from happening. Failure to comply with this ordinance can result in multiple citations being issued where penalties can exceed $2000.

Note that a fence higher than 4 feet may not be installed in a front or side yard and 6 feet is the height maximum for a back yard fence. (Note that many dogs can climb standard chain link fences. If you install a chain link fence and your dog learns to climb it you will be required to replace it).

A permit is required to install a fence.

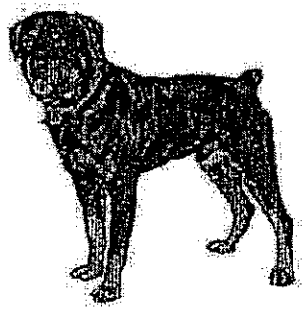
Option #2.

Install a kennel sufficient to contain the dog. The kennel must have a concrete floor. The fencing for the kennel must be non-climbable and may need to be higher than six feet if a doghouse is placed in the kennel, as the dog could climb onto the house and escape the kennel. This can be prevented by installing a securely attached roof on the kennel.

Chain link fencing with an attached roof is acceptable for a kennel. Pre-constructed kennels are available at larger hardware stores. When planning your kennel keep it at least three feet from the lot line, sidewalk or alley. Note that an approved shelter with bedding and a wind flap is required any time the dog is left outside for more than one hour. You should also consider placing the kennel in a place that will be shaded in the afternoon to provide relief for the dog during the summer.

Rottweilers and pitbulls must be placed in an approved kennel if left outside unless the yard is enclosed with a fence as described previously in option #1. A permit is required to install a kennel. For information on obtaining a permit to install a fence or kennel call (414) 286-8211.

For information on rules related to keeping Rottweilers and Pitbulls call (414) 286-5571.



9. Registration and licensing of dogs and cats help to control rabies. (T) (F)

10. If a person shows symptoms of rabies, he can be cured by a vaccine. (T) (F)

11. The key to rabies control is the immunization of domestic animals. (T) (F)

12. Lack of fear of humans is often a sign that wild animals display when infected with rabies. (T) (F)

13. Impounding and destroying ownerless and unwanted animals helps to control rabies. (T) (F)

14. A rabies vaccine should be administered to a person bitten by a rabid animal to prevent the development of the disease. (T) (F)

15. Some people, especially farm workers, are naturally immune to rabies. (T) (F)

ANSWERS:
1=F, 2=T, 3=T, 4=T, 5=F, 6=T, 7=T, 8=T, 9=T, 10=F, 11=T, 12=T, 13=T, 14=T, 15=F,

HOW TO BE A SMART PET OWNER

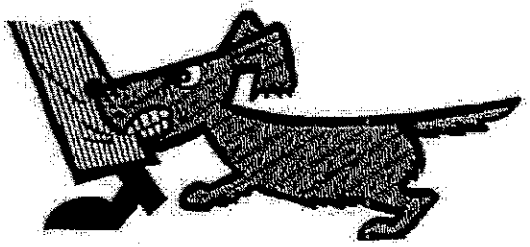
NOISE
Pets, like humans, make noise to communicate. Typically they are alarms or alerts. Answer the "alarm" quickly when your pet calls. Owners need to pay attention to those noises as they can be heard for long distances. The City of Milwaukee has noise ordinances that penalize owners who fall to control the noise from their pets. Learn to control your animal before the complaint arrives.

PICKING UP AFTER YOUR PET
In urban environments "Green Space" is a valuable commodity. A sure way to upset a neighbor is to leave behind animal droppings in their yard. After your pet has finished their "business" the owner isn't finished until the scat is picked up and disposed of properly. TAKE IT WITH YOU! Smart owners always carry extra disposal bags. Owners can be fined for failing to clean up after their pets. Owners have a responsibility to their pet and their neighbors.

LEASHES AND COLLARS
All pets in public are required to be on a leash for the safety of the pet and the public. Animals running loose in traffic can cause serious accidents injuring the animal and humans. The leading cause of pet injury by auto is because the owner didn't "think" their pet would run. Be Smart. Protect your pet with a leash. If your animal is hit in traffic the medical bill will start in the hundreds of dollars. A $5 leash is a great investment if used properly. Responsible pet owners leash their pets.

Presented and distributed by the
City of Milwaukee
Department of
Neighborhood Services

ANIMAL BITES



Actions to be taken for animal bites.

City of Milwaukee
Department of
Neighborhood
Services
(414) 286-2268



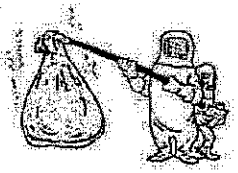
vise pet owner cares for his animals by providing food, vater, shelter, and protection from disease. The esponsible person also realizes that he has to protect eople from bites, attacks, and diseases caused by his

ause of the increase in stray and unwanted animals, and responsible pet owners, the City of Milwaukee has various laws to control the resulting animal problems. laws are enforced through the "Milwaukee Uniform Violation" citation system. Tickets, similar to traffic s (which include fines), may be issued by Department ghborhood Services employees such as Nuisance l Officers, or Police Officers when they observe ns.

e following digest will aid owners in complying with the control laws and assist other citizens in obtaining relief arious animal nuisances.

ER

matter what you call al litter — feces, ings, poop — it must be ed up by the owner r person walking the al. Litter must be ved immediately from all , whether private or property, including an strips, parks, schools, or playgrounds. nercial or home-made "pooper scoopers" may sed. For disposal, droppings should be ped and put into the owner's garbage cart.



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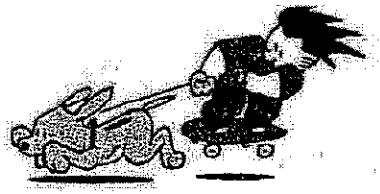


LEASHING

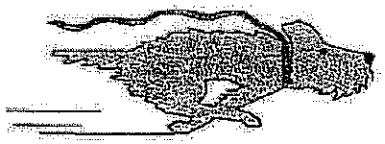
When not on owner's property or in a vehicle, animals must be on a leash not more than 6 feet in length, and the leash held by a person able to control the animal.

- Owners of unleashed (at large) animals may be ticketed by Police or Department of Neighborhood Services employees when they observe offenses.
- Citizens can report at-large animals by calling 286-2268, and giving the address of the owner and the date and time of the violation. The owner will be notified by the Department of Neighborhood Services of the violation and the ordinance. If further violations are noted, the citizen can ask that a citation be issued. The complainant must supply their name and address.
- Citizens should report stray animals to the Milwaukee Domestic Animal Control at 649-8640. Units will be dispatched to problem locations on a priority basis.

LICENSES

All dogs and cats over five months of age are required to be licensed each calendar year. Proof of current rabies immunization must be shown when applying for a license. Applications and licenses are available from the **City Treasurer's Office, Rm. 103, City Hall, 200 E. Wells St., Milwaukee 53202.** Applications only are available at Police stations, libraries, and Milwaukee Area Domestic Animal Control. License fees for unneutered dogs and cats are $20.00, and $10.00 for neutered dogs and cats.

- Owners of unlicensed dogs and cats may be ticketed when the violation is noted by Police or Department of Neighborhood Services employees.
- Citizens can report unlicensed animals to the Department of Neighborhood Services at 286-2268 or the Police at 933-4444.

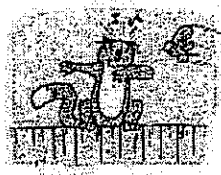


RELEASING ANIMALS

It is illegal to release penned or leashed animals.

- Persons doing so can be ticketed when offenses are observed by Police or Department of Neighborhood Services employees.
- Citizens can report such incidents to the Department of Neighborhood Services at 286-2268.

NOISY ANIMALS



It is illegal to keep animals that habitually disturb the peace. Persons disturbed by such noise must make a signed written report to the Department of Neighborhood Services, 841 N. Broadway Rm 105, Milwaukee, WI 53202 and be willing to testify in court if the owner ignores an order to stop the noise. Additional information is available by calling 286-2268.

DANGEROUS ANIMALS

Dangerous animals are those that without provocation attack or bite any person or domestic pet, or threaten to do so. Report these animals immediately to the Police Department by calling 933-4444.

ANIMAL FANCIER PERMIT

Persons having more than three cats and/or dogs over five months of age must have an Animal Fancier Permit. Applications are obtained by calling the Department of Neighborhood Services at 286-2268. The permit costs $26 each year, and includes mandatory inspection of the property. There is $15 late fee.

ANIMAL BITES

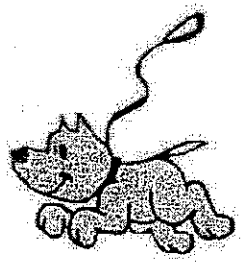
Persons bitten or scratched by wild or domesticated animals should get medical treatment immediately and report the bite to the City Department of Neighborhood Services at 286-2268. Medical care is necessary because of the threat of rabies (an incurable disease), tetanus, other infections and complications. The Department of Neighborhood Services investigates all domestic animal bite reports to locate the animal and observe it for rabies.

Identification and capture of a biting animal is vital. Don't kill the animal unless absolutely necessary to stop the attack. If killed, the head should not be damaged and should be refrigerated (but not frozen) until it can be examined. If possible, confine the animal to a garage or yard and call the Milwaukee Area Domestic Animal Control 649-8640. Other alternatives are to follow the animal to its home and/or write down an accurate description of the animal including size, breed, colors, and markings.

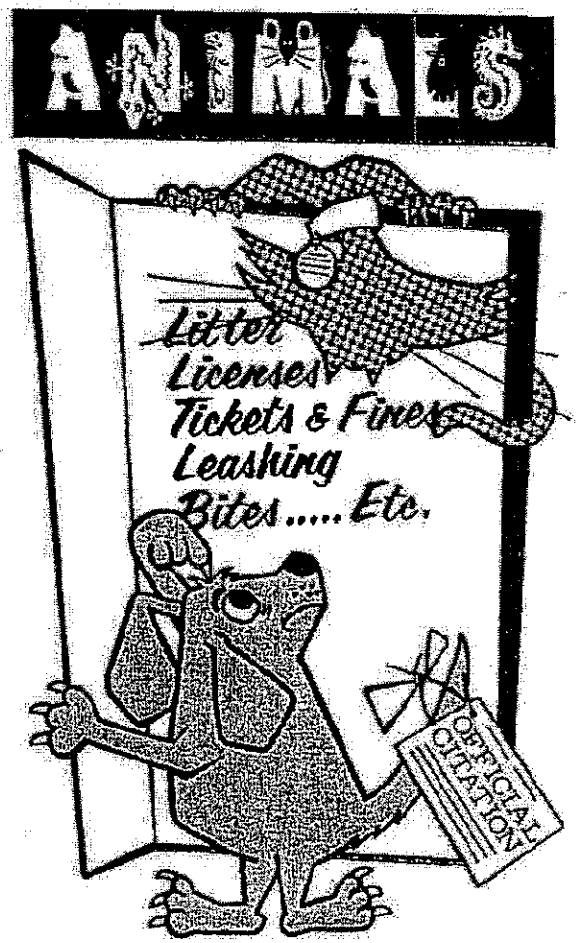
MISSING ANIMALS

Lost and stray animals from the Milwaukee area are sent to the Milwaukee Area Domestic Animal Control, (phone 649-8640). Hours are Monday through Friday, 8:00 a.m. to 8:00 p.m.; Saturday 8:00 a.m. to 5:00 p.m.

Lost or stray dogs and cats are kept for seven days. Animals can be reclaimed by their owners when they pay applicable fee, which includes a $25 ordinance fee (fine); a $20 impounding fee, a $10 per day boarding fee; and the appropriate fee if not licensed.



produced by the
Department of Neighborhood Services
841 N. Broadway Room 105
Milwaukee WI. 53202
(414) 286-3441



Pleasure or Problem?

City of Milwaukee

Department of Neighborhood Services

Actions to be taken when an animal bites

1. Immediately wash out the wound with large amounts of soap and running water to remove the animal's saliva which could contain the rabies virus.

2. Confine the animal to a garage or yard if can be done without risk of further bites or injury. Or, if possible, follow the animal to its home. Write down an accurate description of the animal.

   Don't kill the animal unless absolutely necessary to stop the attack as it is easier to detect the disease in a live animal. If killed the head should not be damaged and should be refrigerated (not frozen) until it can be examined.

3. Contact a physician immediately for treatment of the wound and advice. A physician is the person best able to determine the type of treatment necessary. In addition, a tetanus shot may be indicated.

4. Report the bite to the Department of Neighborhood Services at 286-5771.

   Do not hesitate to make a report because the animal is owned by a friend or relative. You could be gambling with someone's life. Once identified, the animal is confined for at least 10-14 days while being monitored for rabies symptoms .

For more information on animals and license requirements visit:
www.milwaukee.gov/dns

TEST YOUR KNOWLEDGE ON RABIES

Circle the correct answer.
True False

1. Rabies occurs only during the summer months. (T) (F)
2. Animal bites can cause serious diseases other than rabies. (T) (F)
3. City of Milwaukee Code of Ordinances requires dogs and cats to be vaccinated against rabies. (T) (F)
4. Wild animals such as foxes, raccoons, bats, squirrels and skunks can carry rabies. (T) (F)
5. Rabies is no longer a threat to man in the United States. (T) (F)
6. It is necessary to quarantine animals that have bitten a person for at least 10-14 days. (T) (F)
7. Depending on the age of your dog or cat and the type of vaccine used, rabies vaccinations are good for one to three years. (T) (F)
8. An animal bite or scratch should be immediately washed with lots of soap and water followed by a visit to your physician. (T) (F)

4. HEALTH AND SAFETY RESTRICTIONS

4.1 Cleanliness of the common areas is the responsibility of all residents.

4.2 Use or practice shall not be allowed in the condominium which:

(a) is a nuisance, or
(b) is immoral or improper or offensive in the opinion of the Board of Directors or requires any alteration of or addition to any common elements, or
(c) is in violation of the by-laws or theses rules and regulations, or
(d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the condominium by other owners or residents.

4.3 No grill shall be unattended by its owner while cooking. No cooking shall be allowed on the common elements. Grills used on patios or decks must be at least 18" high.

4.4 Broken windows, screens or doors must be replaced or repaired at the expense of the owner within ten (10) days and with materials and workmanship substantially equivalent to its prior condition:

a. Windows and doors must have appropriate window treatments (blinds, draperies, shutters, shades, nothing) and hardware. Bed linens and paper are not acceptable forms of window treatments.

4.5 Any damages to the common elements for which an owner is responsible shall be repaired or replaced by the Association and the cost thereof assessed to such owner pursuant to the declaration.

4.6 Approval by the association of any changes to any unit or the common elements, whether or not required, shall not relieve the owner or resident from the requirement of the City of Milwaukee or State of Wisconsin building codes or other statutes and ordinances which are applicable.

4.7 Each unit shall be occupied and used only for private dwelling purposes. No trade or business shall be carried on anywhere within the condominium that would create a nuisance (parking, noise, pollution, etc.).

4.8 All trash must be wrapped and placed fully inside dumpsters. Items too large must be placed neatly alongside. Recyclables must be placed in the appropriate containers. Discarded appliances must have doors removed. Unit owners are responsible for calling for a special pickup. (City of Milwaukee – Special pickups of bulky items 414-286-3341 or 414-286-8282)

4.9 Ball playing, bicycle riding, skate boarding, roller-skating or roller blading is <u>NOT</u> allowed in the inner courtyards. Ball playing is also not allowed in the outer courtyards and/or parking areas. Bike riding is <u>NOT</u> allowed in the parking areas.

4.10 Residents observed jumping over any fence on the Jade Gardens property will be fined $25.00 per occurrence.

Revised June 2012

5. BUILDINGS AND GROUNDS

5.1 Permission must be obtained, in writing, for any alteration of the unit exterior, the limited common or the common area.

5.2 An owner of a unit shall make no changes within such unit which will affect the structural soundness of the building of which it is a part and shall promptly report to the Association any need of repairs.

5.3 Unit owner shall not paint, decorate or alter the appearance of the common elements without the consent of the Board of Directors. No enclosures or storm doors or windows will be installed unless approved by the Board of Directors. The Property Agent and/or Board of Directors must approve any staining and/or waterproofing of the decks. Carpeting and painting of patios and decks is prohibited.

5.4 **Patios and decks are limited to "outdoor lawn furniture".** Patios and decks shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc., or for handling, shaking or drying of laundry, carpets, rugs or clothing. Appliances cannot remain on the deck. They must be moved to the dumpster area(s). (See Rules & Regulations 4.8)

5.5 Gardens or flowerbeds next to decks and patios must be maintained by the unit occupant. No weeds or bare ground is allowed.

5.6 Antennas for television, aerials for radios or satellite dishes shall not be erected on the roof or any other common element without the written consent of the Board of Directors. Pursuant to Section 207 of the Telecommunications Act of 1996, such antenna may be erected on the deck or shed designated for the unit owner's use with prior written consent of the Board of Directors. The Association reserves the right to require a cosmetic alteration provided it doesn't impair reception.

5.7 No structure, trailers, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of the condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the condominium.

5.8 There shall be no advertisements or posters of any kind posted or displayed, except as may be permitted by the Board of Directors.

5.9 Air conditioners are the responsibility of the unit owners. In the event replacement is necessary, the new air conditioner must be placed outside of the shed. You must have written approval from the Board of Directors and/or Property Agent regarding the placement of the air conditioner and lines. Window air conditioners are not allowed.

5.10 Outside water spigots are common area and thus for anyone's use. There are some spigots that have hoses attached to them that belong to Jade Gardens and some have hoses attached that belong to individual residents. Any hose that is attached may be used by anyone. If you have a spigot and do not want anyone to use your hose, then you will have to remove the hose and put it somewhere else. Please turn off the water spigot when you are through using the hose. All units having spigots should turn them off (inside basement of unit) and drain out excess water in late October of each year to prevent freezing of pipes. Spigots should be turned back on in April. If you do not know how to do this, contact the Property Agent.

5.11 The outside light bulbs on the fences and on the front of your unit are replaced by the Association. If your light is burned out, please drop a note to the maintenance garage or call the Property Agent. Leave your light on so that they will know when they place the new bulb in that it is working again. The rear exit patio light bulbs are the owners' responsibility.

5.12 If you have a maintenance problem, please drop a note in the maintenance garage mailbox or call the Property Agent.

5.13 The Association is responsible for maintaining and replacing sump pumps. Let maintenance know if there is a problem with a sump pump as soon as possible as any problem could affect all residents in your building. If you have a sewer backup and/or plumbing problem that is under your basement floor, notify Property Agent.

5.14 All toys, bikes, etc., must be kept off of the grass, walkways and stairways.

5.15 Residents must remove doormats, dog chains and other obstructions that can be hazardous to snow removal equipment.

5.16 The Association allows for an annual rummage sale in the summer. Notification of the annual rummage sale will be announced in the newsletter. No other rummage sales are allowed.

5.17 Owners shall not deny to other owners the full use of all common areas. Limited common areas, as defined by the By-laws, are excluded.

5.18 The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited. Garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires or elsewhere except for fireplaces.

5.19 The owner of a unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through the unit which are utilized for or serve more than one unit, except as a tenant in common with the other unit owners.

5.20 If any portion of the common elements encroaches upon a unit, or any unit encroaches upon the common elements, or upon any other unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any building is partially or totally destroyed and then rebuilt, minor encroachments of parts of the building-limited common elements due to construction shall be permitted and a valued easement or such encroachments and the maintenance thereof shall exist from the owner of units in such building.

5.21 Each unit shall be used for such purposes and to such extent as will not overload or interfere with any common elements or the enjoyment thereof by the owners of other units.

5.22 A unit owner or occupant shall not commit or permit any violation of the policies of insurance taken out by the Board of Directors, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist which might (1) result in termination of any such policies, (2) adversely affect the right or recovery there under, (3) result in reputable insurance companies to refuse to provide insurance as requested, or (4) result in an increase in the insurance rate or premium.

POOL RULES

5.23 Pool hours are from 10:00 a.m. to 10:00 p.m. Only residents that are 100% current in all obligations (including, but not limited to dues, assessments, fines, late fees, interest and parking fees) to the Association and their guest(s) may use the pool area. Trespassers are subject to ejection and fines from Jade Gardens Owners Association and the City of Milwaukee.

5.24 Each unit is limited to a maximum of four (4) nonresident guests at one time in the pool area.

a. More than four (4) guests, but less than ten (10), require written approval from a Board Member or the Property Agent.

b. Ten (10) or more guests require the reservation of the clubhouse, with the appropriate fees paid.

5.25 No one under 18 years of age is allowed in the pool unless accompanied by an adult Jade Gardens Resident or an adult authorized guardian.

a. No more than 4 children under the age of 18 may be supervised by one adult.

5.26 The following safety rules shall apply:

- Each resident is responsible for the actions of his/her family and/or guest, regardless of age, using the pool area.
- In the case of damage to property, assessment for the repair or replacement will be made against the resident/unit owner.
- In the event of repeated violations, the family member or guest(s) will be asked to discontinue use of the pool.
- All residents are responsible for litter pick-up caused by their use of the pool.
- No glass objects are allowed in the pool area. All drink containers must be made out of a non-breakable material.
- Under no circumstances will anyone be allowed to climb on or over the fences surrounding the pool. Anyone caught doing so can be expelled from the pool for the season.
- Horseplay, pushing, running, or intentional dunking in the pool area is not allowed.

5.27 All commonly recognized rules of sanitation shall be observed while in the pool.

- Everyone is required to shower prior to entering the pool.
- The pool is not a bathroom.
- No animals are allowed.
- Expectorating, blowing noses, spouting water, urinating, defecation or any other action that may pollute the water is strictly forbidden.
- No one having skin abrasions, colds, coughs, inflamed eyes, infections, (including infectious diseases) or wearing bandages can use the pool.

5.28 Only swimsuits will be worn in the pool. Cutoffs or street clothing are not allowed.

5.29 The gate is to remain closed and locked at all times. You may not place a rock or other object in the gate to keep it from locking.

a. No one may give their pool key card or open the pool gate to anyone but their own family/guests.

5.30 The Association reserves the right to eject unruly or unauthorized persons from the pool area.

5.31 Key Cards: You should have received a key card from the previous owner. If you are in need of a key card please drop a note to the Property Agent. A new key card will be provided for a fee of $50.00.

5.32 Earphones must be used for all entertainment devices.

CLUBHOUSE RULES

5.33 During the pool season, the clubhouse will be available for rental to unit owners who are 100% current in all obligations to the Association, which means, but is not limited to, dues, assessments, fines, interest and parking fees.

5.34 Tenants must obtain written permission from the unit owner to obtain key card to the pool area or to have access to the clubhouse.

5.35 Owners must reserve the clubhouse at least three days in advance by returning a signed contract with a separate security deposit and rental payments made out to JGOA. Renters must have signature from the unit owner to make reservations.

5.36 A $100.00 cash security deposit and a separate non-refundable cash or check rental fee of $25.00 is required with each reservation. The clubhouse and contents will be clean beforehand and Jade Gardens requires that everything (microwave, refrigerator, bathroom, etc.) be clean at the end of the event.

5.37 All owners and guests will follow the City of Milwaukee noise ordinances.

5.38 The clubhouse may be reserved from 10:00 a.m. through 10:00 p.m., seven days a week, unless otherwise reserved. The contract must list start and end times.

5.39 One of the signers of the clubhouse agreement must be in attendance at the clubhouse for the reserved time as long as there are others present.

5.40 All pool rules apply while clubhouse is in use.

5.41 No pets are allowed in the clubhouse.

5.42 No unit owner shall use the clubhouse for their personal use during non- clubhouse hours and for no reason other than a specified meeting or if reserved by contract or if showing the clubhouse to a prospective buyer of a unit.

6. COMMITTEES

6.1 The following committees have been approved by the Board:

A. Blockwatch
B. Community Review
C. Welcoming
D. Maintenance
E. Rules and Regulations

Committees shall consist of such members as are appointed from time to time by the President of the Board of Directors as governed by the bylaw "Article IV Section 4.2". Members shall serve until they (1) are removed by the President of the Board of Directors or (2) resign. In addition, the President of the Board of Directors shall designate at least one of its members to sit on each committee.

6.2 Committees shall meet from time to time and report to the Association officers and Board of Directors. Except as set forth in these rules, committees may organize and operate, as they desire. All meetings thereof shall be announced in advance and open to owners and residents, except as set forth in section 9.6 hereof. Committees shall have no authority to expend association funds except as authorized by the Board of Directors.

6.3 The general duties of each committee are set forth below:

A. Blockwatch-responsible for keeping the blockwatch program active and functional.

B. Community Review-responsible for grievance process and hearing after a breach of these rules, as well as hearing general complaints, suggestions or concerns from unit owners and unit residents.

C. Welcoming-responsible for contacting all new owners/residents and refer new resident's name, unit number and phone number to the Property Agent for occupancy questionnaire information.

D. Maintenance-meets periodically to review and oversee the maintenance projects.

E. Rules and Regulations-responsible for updating as necessary.

6.4 Decisions or recommendations of any committee are advisory only. The Board of Directors retains the obligation to make final decisions.

6.5 No committee member shall receive compensation from the Association, any member, owner, resident or other, except reimbursement for expenditures previously authorized by the Board of Directors.

6.6 Committee members shall not participate in any decision in which such member has an interest other than a general interest as an owner or resident.

June 2003

6.7 The president may appoint special committees as he/she may deem to be necessary provided that the duties and term thereof shall be specifically set forth and such committees shall be bound by these rules.

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7. PROCEDURES TO OBTAIN PRIOR BOARD OF DIRECTORS AUTHORIZATION

7.1 If any owner or resident desires to take an action which would require the approval of the Association or the Board of Directors, the matter shall be submitted in writing to the Board of Directors.

7.2 Such submission shall contain in reasonable detail the nature of the change and material specifications thereof, the cost thereof, the names of parties to perform the work and details of its effect on the structural quality of the building and aesthetics of the condominium.

7.3 The Board of Directors shall hold a meeting at a reasonably prompt date to which any interested owner or resident may attend.

7.4 The Board of Directors shall either approve or reject the matter within ten (10) days after the meeting. A request for further information or a change in plans shall be deemed a rejection until requested information is received.

7.5 The Board of Directors may decline to recommend approval if, in its opinion, the submission lacks sufficient detail to enable it to reach a decision, or the Board believes that the change will adversely affect the structural integrity of the building, or the change is not aesthetically in harmony with the condominium.

7.6 The Board of Directors may set reasonable general guidelines with respect to the qualification for materials used.

7.7 The Board of Directors shall not be responsible for the purchase or contracting for any materials or work.

August 16, 1997

B. ENFORCEMENT PROCEDURES

Any violation of these By-laws and/or rules and regulations, at the Board of Director's discretion, shall be enforced as follows.

1st violation	Notice to correct
2nd violation	$25.00 special assessment
Additional violations	$25.00 per day until corrected

The Board of Directors reserves the right to correct an offense or violation. All costs will be at the expense of the offending owner.

These enforcement procedures are in addition to any other remedies set forth in the declaration or by-laws.

June 2003

9. GRIEVANCE

9.1 "Grievance" refers to the process of establishing and enforcing the rights and responsibilities of the owners and residents and the Association against any owner or resident. An owner or resident or the Association may use the grievance process herein when a breach of these rules, by-laws, or declaration have occurred. The grievance process shall not limit any other rights or remedies, which any party may have.

9.2 Grievances may be initiated by the submission of a written complaint concerning the breach and, while it need not be in any particular form, must state the rule, by-law or declaration breached and a statement of the relevant facts in sufficient detail to describe the default so that reasonable parties would understand the nature of the alleged breach. Such complaint shall be delivered to the President or his assignees who shall immediately refer the matter to the Community Review Committee.

9.3 Within ten (10) workings days of receipt of the complaint, the Chairperson of the Community Review Committee shall send a letter to the owner or resident against whom the complaint was filed. The letter must state the alleged facts of the complaint and request either immediate and continued compliance or a satisfactory explanation. Any such satisfactory explanation must be returned in writing to the C.R.C. Chairperson within ten (10) working days of receipt of the letter. "Satisfactory" will be determined by a majority of the Board of Directors.

9.4 If a satisfactory response or compliance does not follow, a second letter shall be sent, as follows:

b. Reference to the first letter and it's content;

c. The fact there has been no satisfactory response or compliance;

d. Summons to a hearing before the Community Review Committee, specifying the time and place thereof;

e. Advice of right of counsel;

f. Notice that evidence will be received and a record made whether or not the alleged offender(s) attends;

g. Notice that if found to have been in violation, a special assessment may be imposed in an amount not more than $25.00 per violation per occurrence, plus costs and actual attorney's fees incurred by the Association and;

h. Notice that such a special assessment, if not paid within 30 days, may result in a lien being placed against the subject's unit.

9.5 The time and place of the hearing shall be set or reset to accommodate the schedule of all parties but shall not be unreasonably delayed. Each party shall be entitled to one change of schedule upon request.

9.6 Said meeting shall be divided into two sections: hearing and decision. The hearing section of the meeting shall be open only to the parties involved. The decision section of the meeting shall be a closed session and shall not be attended by any of the parties involved in the complaint. The decision shall be reported in writing and placed in the official records.

9.7 If the person making the complaint fails to appear at the hearing called, the complaint can be dismissed at the discretion of the Board of Directors.

9.8 If the person complained against fails to appear, the complaining party must still present their complaint.

9.9 The burden of proof shall be on the complaining party to prove the complaint by a preponderance of the evidence.

9.10 A decision of the Committee may be appealed by any owner or resident complained of. A complaining party dissatisfied with any particular sanction or condition established by the Committee may also appeal. Any appeal shall be made to the Board in writing within ten (10) working days of the decision.

9.11 The Board of Directors shall establish it's procedure to consider any appeal made as outlined above. The Board may hear evidence and reach it's own findings of facts.

9.12 If the appeal involves a specific assessment or charge, the Board of Directors shall have the option of adjusting the charge.

9.13 The Community Review Committee or the Board of Directors may adopt any one or more of the following remedies.

a. Informal letter of reprimand;

b. Loss of voting rights for a period of up to six (6) months;

c. Special assessments per violation per occurrence as set forth in Section 8 hereof;

d. Assessment of other damages, whether actual or liquidated and;

e. Any other legal or equitable remedy available.

10. PAYMENTS OF ASSESSMENTS AND DUES

10.1 Associations dues are to be paid in full on the first of each month.

10.2 Unless otherwise specifically set forth by resolution, all common expenses shown in the annual Association budget shall be due and payable in twelve (12) equal installments on or before the tenth or before ten (10) calendar days after the due date. Under the By-laws, the Board and Officers of the Association may charge an administrative fee of up to 20% of the monthly dues for each month the dues are received ten (10) calendar days late. Also, pursuant to the By-laws and Wisconsin Law, if the monthly assessment is not paid by the 11th of the month, the Association may file a statement of condominium lien against a unit. Owner's right to vote in Association matters and certain other privileges, as the Board may decide, are suspended until paid. Special assessments, shall be payable ten (10) days after the date of such assessment unless otherwise specifically set forth by resolution. They are to be mailed to the Property Agent or deposited in the mail slot at 7857G North 60th Street. (See Bylaw 5.1)

10.3 Under the by-laws, the Board and Officers of the Association may charge an administrative fee of up to 20% of the monthly dues for each month on any assessment or installment received more than 10 calendar days late and may, as the Board of Directors deems appropriate, file a statement of condominium lien against a unit. Owner's right to vote in association matters and certain other privileges, as the board may decide, are suspended until paid. Special assessments shall be payable ten (10) calendar days after the date of such assessment unless otherwise specifically set forth by resolution. They are to be mailed to the Property Agent or deposited in the mail slot of 7857G North 60th Street.

10.4 After the 10th of the month, if dues and assessments are not received, the late fee will be assessed and compound interest will be charged at the rate of 1.5% per month.

10.5 When an account reaches $500.00 past due, it is submitted to the collection attorney for further action.

a. At this point, the past due amount **plus the remaining dues owed for the calendar year will become collectable by the attorney.**

May 2008

b. The unit owner will be assessed all legal fees and costs for the collection process.

c. Collection methods may include filing a lien on the unit and foreclosure.

10.6 Checks issued to JGOA that are returned for Non-Sufficient Funds (NSF checks) will be assessed a bounced check fee of $50.00, along with the appropriate late fees.

a. NSF checks must be replaced with a cashier's check, money order or cash.

b. If a second check is returned NSF within one (1) year, JGOA will not accept a personal check from this owner for a period of (1) year.

10.7 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;
3. Regular assessments, oldest to newest.

11. NON-OWNER OCCUPIED UNITS

11.1 The Board of Directors shall collect a security deposit from any owner who elects to rent or lease their unit to any party besides the owner. The amount to be collected for the security deposit shall be three (3) times the current monthly fee. Said deposit shall not be collectable in the case of hardship. A hardship exception shall only be applied upon request of the unit owner and upon a written statement by the Board of Directors that the granting of said hardship exception is consistent with and will not do harm to the intent of this rule. Said exception shall be limited in duration and may provide for monthly payments by the unit owner to fund the security deposit account.

11.2 Any violation of these rules and regulations committed by any renters or guests of any renter may be deducted from said security deposit after it has been determined, by any method, that a violation has in fact occurred.

11.3 Any owner may lease a unit for a term of not less than twelve (12) months. Any person occupying a unit with the authority of any owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an owner. No rooms in any unit may be rented to transient tenants. No unit owner may subdivide his unit.

11.4 All unit owners must provide the Association with the following information at the time of the purchase or acquisition of a unit, and at any subsequent time that the information changes: The names of all persons having a right to occupy the unit; the license number of all motor vehicles used by the occupants; the occupant's phone number, if available; the unit owner's address and phone number; a copy of any lease affecting the unit.

11.5 A copy of the lease or rental agreement must be sent to the Board of Directors within ten (10) days of the signing. Said lease must contain language stating as follows:
"Tenants have been advised of the Bylaws, Rules and Regulations of Jade Gardens Owners Association, Inc. and have been given a copy of the same. A violation of said Bylaws, Rules or Regulations shall be construed as a violation of this lease."

11.6 No units may be occupied by solely non-owner occupants during the one (1) year period immediately following transfer of ownership.

11.7 In consideration of membership in the Jade Gardens Owners Association, Inc., any owner of a unit rented to another person acknowledges that the owner is ultimately responsible for the conduct of the occupants of said units. Violation of the Bylaws, Rules and Regulations or any damage to the common areas of the condominium or fines resulting from the activities or conduct of the occupants may result in a special assessment against the unit owner pursuant to Section 6.1a. (iv) of the Bylaws.

11.8 Any violation of this Rule 11 concerning non-owner occupied units shall result in a fine to the unit owner of $25.00 per day and said unit owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this rule.

June 2003

12. AMENDMENTS: OFFICIAL BOOK

12.1 Amendments hereto or further may be made at any time by a majority of the Board of Directors. Such amendments or rules shall be effective upon approval of the Board of Directors only and may take effect at a time stated after the passage thereof. No additions or amendments to these rules are effective unless a copy thereof is placed in an official rulebook, which is to be kept by the Secretary. The Board shall, in writing, invite the opinions of owners prior to passage of any amendment or addition to these rules and shall make reasonable effort to publicize the same in writing.

12.2 It is the responsibility of each owner or resident to be familiar with these rules and to ensure the compliance thereof.

12.3 The cost of each additional copy and/or replacement copy of the Disclosure Materials for Jade Gardens, which includes the Articles of Incorporation, Declarations, Bylaws and Rules and Regulations booklet(s), shall be $25.00. The Board of Directors reserves the right to increase the cost of Disclosure Materials as appropriate to cover printing expenses.

June 2003

RESOLUTION AMENDING RULES AND REGULATIONS

Jade Gardens Owners Association, Inc.

Introductory Recitals

1. The Board of Directors of Jade Gardens Owners Association, Inc. (the "Association") desires to clarify its Rules and Regulations related to land contract vendees.

2. The Association further desires to bring the Rules and Regulations related to land contract vendees into compliance with Wisconsin law.

3. The Association further desires to ensure it has an accurate roster of unit owners.

Resolution

THE BOARD OF DIRECTORS HEREBY RESOLVES AS FOLLOWS:

Section 13 of the Rules & Regulations, titled "Land Contracts," is hereby created to read as follows:

13 Land Contracts

13.1 In compliance with Wis. Stats. § 703.02(17), Land contract vendees (i.e., the purchasers)—but not land contract vendors—shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including mortgagees and land contract vendors) are not members of the Association.

13.2 Pursuant to Bylaws, Article II § 2.1(c) and Article VIII § 8.3, land contract vendees and vendors must promptly notify the Association of a transfer of ownership. Within ten (10) days of the date of transfer, the land contract vendee(s) and/or the land contract vendor(s) shall:

A. Provide the Association or its Managing Agent with a recorded copy of the land contract. All land contracts must be recorded by the Milwaukee County Register of Deeds.

B. Provide the Association or its Managing Agent with the name of the land contract vendee(s), the names of all occupants of the unit, the contact information for both the vendee(s) and vendor(s), and any other information about the transfer the Association may deem pertinent.

BE IT FURTHER RESOLVED, that the amendments contained herein shall be effective seven (7) days after unit owners are given notice of same.

Amendment Considered
At Meeting, 12/3/2018 (Date)

Motion made by: Portia Swan

Seconded: Gloria Allen
(Yes/No)

In Favor: 4
Opposed: 0

Signed: _____
Secretary