

TAB G
RULES AND REGULATIONS



**THE RESIDENCES AND CLUBHOUSE OF
LAKESHORE COMMONS
CONDOMINIUM OWNER'S
ASSOCIATION, INC.**

**RULES AND REGULATIONS
EFFECTIVE JULY 15, 2022**

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. PROPERTY MANAGER.....	1
III. RULES AND REGULATIONS	1
A. PARKING.....	1
A.1 OUTDOOR PARKING.	1
A.2 GENERAL.....	2
A.3 TOWING POLICY:.....	3
B. ANIMALS	3
C. CLUBHOUSE RULES	4
D. SWIMMING POOL RULES	5
E. TENNIS, BASKETBALL, PICKLEBALL, BOCCE BALL AND SIMILAR RECRETATIONAL COURTS	7
F. PERSONAL PROPERTY	7
G. DECORATIVE AND OTHER ITEMS	8
H. FLOWERS/LANDSCAPE PLANTS	10
I. SIGNS	10
J. COMMON AND LIMITED COMMON ELEMENTS.....	11
K. GARBAGE	12
L. RUMMAGE SALES	13
M. RESTRICTIVE COVENANTS AGREEMENT	13
N. BULLETIN BOARD AND OFFICIAL NOTIFICATION PROCEDURES.....	13
O. RULES RELATING TO CONTRACTORS	13
IV. INFORMATIONAL MATTERS	15
A. ASSESSMENTS.....	15
B. LEASED UNITS	15
V. RULES ENFORCEMENT AND GRIEVANCE PROCEDURES.	16
H. GRIEVANCE COMMITTEE RULES AND PROCEDURES:	17

I. INTRODUCTION

These Rules and Regulations (the “Rules”) are a legal part of The Residences and Clubhouse at Lakeshore Commons Condominium governing documents. These Rules are intended to enhance the general enjoyment and aid the Board of Directors in the management of The Residences and Clubhouse at Lakeshore Commons Condominium Owner’s Association, Inc. (the “Association”). The Rules below are adopted and may be amended by the Board of Directors, as allowed by the Condominium’s Bylaws. All Rules are in compliance with Wisconsin State Statute 703 (the “Condominium Act”). Any capitalized term that is not herein defined shall have the same meaning as provided for in the Condominium Act, the Declaration and/or the Bylaws.

II. PROPERTY MANAGER

The Board of Directors has engaged MPC Property Management LLC as the property manager of the Condominium (the “Property Manager”). The Property Manager can be contacted as follows:

Property Manager Office:	120 E. Chestnut St. Burlington, WI 53105
Office Hours:	M-F 8:30 a.m. – 5:00 p.m.
Telephone:	262-661-4284

III. RULES AND REGULATIONS

A. PARKING

A.1 OUTDOOR PARKING.

- a. No boats, trailers, motor homes, trucks larger than a ¾ ton pickup, ladder trucks, travel trailers, snowmobiles, jet skis, motorcycles, and ATVs or any vehicle with commercial advertising may be parked on any street or parking space overnight. Notwithstanding the foregoing, service vehicles owned or controlled by a Unit Owner, or its tenant, shall be allowed to park on any street or parking space overnight so long as such vehicle is registered with the Association.
- b. With respect solely to a Single-Family Unit, other vehicles used for recreation (RVs and van conversions) which cannot be parked inside a garage, are permitted to be parked in the Limited Common Elements (i.e. such Unit’s Owner’s individual driveway or in front of their individual garage) for up to forty-eight (48) hours to allow for loading and unloading. Such vehicles must not block normal access of other homeowners. Commercial moving vans, when conducting contract business, as well as other commercial trucks when in the area to perform service or repair work, or courier or delivery services, are an authorized exception.

- c. Storage and/or moving pods may be placed in unassigned outdoor parking spots for up to 72 hours. Such placement shall not be placed in any manner, which blocks any street or driveway, and except with respect to a Single Family Unit, other than the owner/resident or guest parking within their owner ingress/egress to their own garage. Such pods shall only be placed on asphalt and not on any grass, yards, or landscaped areas.
- d. No vehicles shall be parked in any manner, which blocks any street or driveway, other than the owner/resident or guest parking within their own ingress/egress to their own garage.
- e. Vehicles which cannot be identified as belonging to an owner, parked in any Common or Limited Common Element for more than 48 consecutive hours are subject to being towed off the premises at the vehicle owner's expense.
- f. No vehicle repairs are permitted in the Common or Limited Common Elements except for short-term emergency work (flat tire, battery charge, etc.)
- g. Inoperable vehicles (i.e., those with flat tires, expired license tags, etc.), which cannot be identified as belonging to a homeowner/resident, and vehicles parked in any Common or Limited Common Element for more than 48 consecutive hours will be towed off the premises at the owner's expense.
- h. Vehicles leaking fluids that damage blacktop surfaces (motor oil, brake or transmission fluid, and coolants) must be parked inside the homeowner's garage. Resulting asphalt damage will be repaired by the Association and at the homeowner's expense.

A.2 GENERAL.

- a. All residents of the Condominium must register their vehicles with the Property Manager within 7 days of residency. Failure to register will result in a warning notice being issued. If after 7 days from the issuance of the notice the resident has not registered his or her vehicles, the Association will issue a fine.
- b. All parking whether by homeowner or guest(s) must be:
 - (i) Within the garage,
 - (ii) in the Limited Common Elements in front of the garage door,
 - (iii) in the designated striped parking spaces in the Common Elements,
or
 - (iv) along the street.
- c. For security reasons and aesthetics, overhead garage doors shall be closed at all times when the garage is not in active use.

- d. Unsightly vehicles including automobiles, vans, trucks and recreational vehicles are not permitted on the property.
- e. Any parking on public streets shall abide by any and all local and municipal rules, laws and ordinances. Any such violations will be handled by the local municipality.

A.3 TOWING POLICY:

If any Unit Owner, guest or tenant of any owner violates any parking restriction, then the Association and/or the Property Manager may, at any time thereafter and without further notice, make arrangements to tow, or transport, the vehicle to a storage facility. In such event, the towing charges and storage expenses incurred by the Association and/or the Property Manager shall constitute an assessment or charge against any Unit owned by the offending Unit Owner, even if the vehicle belonged to a guest or tenant of the owner.

B. ANIMALS

- B.1 No animals, livestock or poultry of any kind shall be raised, bred or kept in any home or in any of the Common Elements. Birds and fish, and not more than a total of two dogs and cats, (i.e. two dogs, OR one dog and one cat, OR two cats), may be kept as household animals by homeowners provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.
- B.2 Notwithstanding any rules contained herein related to the dog park, all animals, when outdoors, shall be maintained on a leash.
- B.3 Animals shall be licensed by the municipality if required and comply with municipal ordinances, laws, and regulations in all respects, and owners shall possess proof that animals have been inoculated properly. If it becomes necessary, the Board of Directors of the Condominium Association and/or the Property Manager has the authority to request proof of an animal's inoculations and license.
- B.4 Animals shall be supervised by a responsible individual at all times. Such individuals are responsible for the immediate cleanup of all animal waste.
- B.5 No animal shall be tethered outside in any Common Element or Limited Common Element without the animal owner present.
- B.6 If animal droppings or burn residue from urine are found to abound around a particular Unit, the Board shall assume that the damage was done by that homeowner's animal. The Board of Directors or the Property Manager will have that area cleaned and re-landscaped as necessary. The homeowner will be responsible for the payment of all costs and appropriate fines.
- B.7 Homeowners whose animal(s) create a nuisance by disturbing the peace in the community, e.g. aggressive species, barking, and other noxious noises, will be initially warned of the problem. If violations occur after the initial warning, the

homeowner may be required to remove the animal from the community permanently.

- B.8 It is suggested that ID tags with owner's name/address shall be displayed on animals at all times.
- B.9 No "visiting" animals are allowed on the grounds or in any Unit at any time in excess of two (2) weeks in the aggregate or consecutively, where such "visiting" animals must be registered with the Association if the visit will exceed such two-week period. The Association in its discretion may permit or disallow visits for over two (2) weeks in the aggregate or consecutively on a case-by-case basis.
- B.10 DOG PARK.
 - a. The dog park is located in the area identified on the Plat and is open only to the Condominium.
 - b. All owners, visitors, guest, and animals in the dog park must comply with these Rules, any rules or regulations posted at the dog park, all municipal ordinances, rules, or regulations, and all other laws affecting the ownership or public handling of animals.
 - c. A waste container and scooper are provided for your convenience adjacent to the dog park for disposal of animal waste. Animal owners must clean up after their animal even if complimentary bags and scoopers are not available at the time.
 - d. Dog park hours of operating are expected to be 6 a.m. - 9 p.m., on weekdays and 6 a.m. - 9 p.m. on weekends, subject to change by the Association, but in no event earlier than dawn or later than dusk.

C. CLUBHOUSE RULES

- C.1 The clubhouse together with the swimming pool (the "Clubhouse Pool"), fitness center, community room, and related facilities (collectively, the "Clubhouse") which are located where indicated on the Plat, are for the exclusive use of the Single Family Condominium Unit Owners and their tenants, invitees and guests who are current on Association assessments and dues.
- C.2 Each Unit Owner will receive two (2) key fob cards per Unit to be registered with the Association and Property Manager. The cost of additional or replacement cards will be an amount set from time to time by the Association, but not less than Forty Dollars (\$40) per card. Upon sale of a Unit, the new Unit Owner must register key cards with the Association and Property Manager. If the Property Manager determines that an Owner is not current in the payment of assessments then the Property Manager may electronically 'de-authorize' the fobs or cards for that Unit from working without advance notice to the Owner, until payment is made.
- C.3 The Association takes pride in presenting our Unit Owners with a beautiful Clubhouse in which to relax with neighbors, friends and guests. Informal use of the Clubhouse is encouraged (unless the community room is rented). These rules

have been established to assure each resident the enjoyment of the Clubhouse without infringement upon the privileges of other owners/residents. The Board of Directors reserves the right to close the Clubhouse in its discretion.

- C.4 Normal Clubhouse hours are as determined by the Association and posted outside of the Clubhouse. The Clubhouse Pool hours are as determined by the Association and set forth on signs posted at the Clubhouse Pool, and subject to change by the Association. Unit Owners and guests are not permitted to remain or reside overnight in the Clubhouse or Clubhouse Pool areas.
- C.5 A resident may reserve the community room in the Clubhouse for a small private party (less than 84 people). A resident may also reserve the multi-purpose room for a small private party (less than 17 people).
 - a. A rental fee of \$200 is required for the community room with a \$250 refundable security deposit. The rental fee and security deposit are subject to change by the Association.
 - b. A rental fee of \$150 is required for the multi-purpose room with a \$200 refundable security deposit. The rental fee and security deposit are subject to change by the Association.
 - c. Owners must be current with their association fee payments for their residents or themselves to reserve the community room or multi-purpose room for private parties.
 - d. Use of the community room or multi-purpose room is by separate agreement.
 - e. Exclusive private use of the community room or multi-purpose room is prohibited without a signed agreement.
 - f. The resident must remain with the party at all times and the resident and Owner shall be responsible for the actions of his/her guests.
 - g. Residents who reserve the community room or multi-purpose room for a party must clean or make arrangements to have it cleaned by 9 a.m. the following day.
- C.6 The Clubhouse Pool and related area are not available to any members or guests of any party in the community room or multi-purpose room. Further, the Clubhouse Pool cannot be reserved for private or special functions and any special or reserved status parties at the community room or multi-purpose room do not have access to the pool.
- C.7 Live music is prohibited.

D. SWIMMING POOL RULES

- D.1 The Clubhouse Pool will be open to residents permitted to have use of that pool, and their guests, subject to the following:

- a. There will be an established hour for daily maintenance. This time will be posted and updated on the resident website and bulletin board.
 - b. Pool hours are sunrise to sunset daily unless otherwise stated on posted signs, subject to change by the Association.
- D.2 Each Unit is limited to a maximum of three (3) guests at any given time.
- D.3 Guests must be accompanied by a resident and are subject to all posted rules, including no diving. Residents and their Unit Owner will be held responsible for the actions of their guests.
- D.4 The Pool gates must be locked at all times as specified by the Wisconsin Health Department.
 - a. Access to the Pool is permitted exclusively through the gates.
 - b. Obstruction of the gate to prevent it from locking or unlocking is prohibited.
- D.5 All persons are responsible for cleaning litter caused by their use of the Pool area.
- D.6 No alcoholic beverages are allowed within the fenced area of the Pool.
- D.7 Portable battery operated radios, hi-fis, and other electronics projecting sound, are not permitted in the Pool area unless utilized with headphones to avoid disturbing others.
- D.8 Floats, rafts, beach balls, etc., are only allowed in the Pool or Pool area provided sufficient space exists for safe use in a way so as not to create a nuisance or annoyance to other Unit Owners or guests, where removal of such items may be required as determined by the Association or Property Manager. This does not include any life jackets or similar flotation devices necessary for babies and children.
- D.9 Furniture must not be removed from the Pool area or placed next to the edge of the Pool.
- D.10 No animals are allowed in the Pool area.
- D.11 No breakable glass items are allowed in the Pool area.
- D.12 No food, gum, candy, etc., are allowed in the Pool area unless at a seating area; and not within the Pool.
- D.13 Persons with infectious conditions shall not use the Pool.
- D.14 Use of athletic equipment, running on the Pool deck, pushing, wrestling, dunking in the Pool, obnoxious or rowdy behavior, horseplay or obscene language is not permitted.

- D.15 Any lifesaving equipment provided by the Condominium – reach pole, ring buoy, etc. is for safety and emergency use only.
- D.16 **SWIM AT YOUR OWN RISK – THERE IS NO LIFEGUARD ON DUTY. USE THE POOL DECK AT YOUR OWN RISK – THE ASSOCIATION DOES NOT MAINTAIN LIFEGUARDS OR STAFF FOR POLICING USE OF THE POOL AREA.**

E. TENNIS, BASKETBALL, PICKLEBALL, AND SIMILAR RECREATIONAL COURTS

- E.1 Use of these recreational facilities are on a first come, first serve basis.
- E.2 Teams or users are permitted to use the courts for two (2) consecutive hours only. If courts are unreserved, they may continue to play.
- E.3 Residents arriving at the courts without a reservation can play only in a court that is unreserved and must sign the reservation form in the Clubhouse foyer for that time period.
- E.4 Conduct on the court is governed by the rules establish by the national governing body for tennis, basketball, racquetball, pickleball, or other sports being played.
- E.5 Residents are responsible for the conduct of their guests and children.
- E.6 Guests must be accompanied by a resident at play on the court and are subject to all rules.
- E.7 Reservations are forfeited if the holder is more than 15 minutes late.
- E.8 Proper attire and equipment must be used (i.e. athletic shoes, tennis racket, etc.).

F. PERSONAL PROPERTY

- F.1 All personal property, bicycles, storage containers, tools, etc. must be stored in the garage at all times. Garden hoses, when not in use, must be kept inside the garage or in a Board approved neutral-colored, covered box designed specifically for hose storage. Cooking grills, table and chairs, and table umbrella are approved for use and storage on the patio or deck if permitted by municipal ordinances, laws, and regulations and if operated in a safe manner. Covers for winter must be specifically designed for that item and properly secured for winter weather conditions. Any damage caused as the result of use of any such cooking grills or other outdoor equipment shall be the sole responsibility of the Unit Owner.
- F.2 Except as otherwise permitted herein, nothing may be hung, attached, affixed to or placed upon the exterior walls or trim, doors, fences or roof without the prior written approval of the Board pursuant to Article IX of the Declaration . This includes, but is not limited to, signs, plaques, awnings, canopies, antennas, satellite dishes, ornaments, decorative banners, bird feeders, bird houses, wind chimes, or wind socks. Repair of any damage caused by attachment to the structures shall be

performed by the Association or Property Manager and the cost of those repairs is the sole responsibility of the homeowner. (See F.5 below)

- F.3 All other strictly prohibited items include, but are not limited to, artificial flowers, swing sets, laundry poles or clotheslines. Laundry (swimsuits, towels, rugs, etc.) may not be hung over a patio or deck fence.
- F.4 A maximum of two security system signs are permitted only in the Limited Common Elements.
- F.5 The American flag may be flown or displayed anytime in the Limited Common Elements, following accepted flag protocol and using a flag pole holder that may be attached to the deck, fence post, the vertical corner trim of a Unit, or the side trim of the garage overhead door, but not extending above the roof line. The cost of repair of any damage to the structure caused by such hangers is the sole responsibility of the homeowner. No other flags are permitted.
- F.6 The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:
 - a. Owners must obtain approval from the Board in advance of installing a satellite dish or antenna.
 - b. No satellite dishes or antennas may be placed in the Common Element as noted in F.2 above.
 - c. In the event that adequate reception quality cannot be achieved by installation on the Unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.
 - d. Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish may not penetrate the buildings' masonry exterior. Wires run across the ground must be buried and adhere to the Environmental Documents. All wires must go through part of the "Unit" as defined in Association Documents (windows, doors, door frames, etc.)
 - e. Satellite dish and wiring must be removed upon termination of service or sale of the Unit, whichever occurs first, and any Common or Limited Common Element affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new Unit Owner) will be responsible for the cost.

G. DECORATIVE AND OTHER ITEMS

- G.1 Decorative and other items which **ARE PERMITTED**
 - a. A wreath or decoration on the front door which is not larger than thirty (30) inches in diameter and properly mounted using a hanger suspended from the top of the door

- b. Up to four single shepherd hooks or two double shepherd hooks for hanging live floral baskets are permitted only within the interior space of the Unit (i.e., not outward facing or otherwise affixed to any permitted raised planting boxes or fences). The hooks shall be no taller than 72 inches overall and placed in a mulched bed in the Limited Common Elements. Floral baskets and empty shepherd hooks shall be removed at the end of the growing season (October 15). Fall blooming plants and shepherd hooks shall be removed by November 30. Natural color cedar deck flower boxes are also approved.
- c. Up to six (6) flower or plant pots in the Limited Common Element, including the area outside of the garage, which are no taller than thirty-six (36) inches. Flower pots shall be removed after the growing season unless plants are year-round such as evergreens.
- d. If purchased through and approved by the Association, solar rechargeable powered, UL approved low voltage LED lights are permitted in the Limited Common Element area. Lights cannot exceed 24 inches in height, must be black in color, have white light directed towards the ground, be limited to no more 6. All lights must be installed in the Limited Common Element area adjacent to the sidewalk. Lights may not interfere with lawn cutting or plants.
- e. Hoses may be stored outside from May 1 to November 1 in an approved covered box type container in a taupe or tan color. After November 1, the container and hose shall be removed and stored inside the garage.
- f. No bird feeders are allowed in the Limited Common Element area.

G.2 Decorative and other items which **ARE NOT PERMITTED**

- a. Wall plaques, including name/address plates
- b. Windsocks, wind chimes, and large decorative banners (see above), pinwheels, etc.
- c. Statues or statuettes, other than described above.
- d. Garden hose hangers or banners
- e. Inflatable decorations
- f. Fencing of any type in the Limited Common Elements or the Common elements, except as purchased through and approved by the Association.
- g. Gazing balls
- h. Changes/additions to Limited Common Element flower beds or landscaping not in accordance with these Rules

- i. Any outdoor or exterior thermometers, thermostats, or other temperature control devices
- j. Any items which do not comply with the Environmental Documents defined in the Declaration
- k. Any items which have not been purchased through or approved by the Association if not explicitly address herein

G.3 Holiday Decorations

- a. Seasonal lights and decorations may be placed in the Limited Common Elements and/or on building exteriors provided the decorations do not damage the Limited Common Elements including the building, gutters, or siding. Repair of any damage caused by attachment to any structure shall be performed by the Association and the cost of those repairs shall be the sole responsibility of the homeowner. No ornaments or decorations are allowed on the roof or hanging from the roof.
- b. December holiday decorations may be displayed no earlier than four (4) weeks before and two (2) weeks after the holiday. Other national holidays such as Easter, Memorial Day, July 4th, Labor Day, Halloween, and Thanksgiving may be recognized no earlier than two weeks before and one week afterward.
- c. Yard displays, lighted or unlighted, are not permitted in the Common elements.

H. FLOWERS/LANDSCAPE PLANTS

- H.1 Except as set forth in Section I.3 below, Unit Owners are not permitted to plant any flowers, landscape plants, vegetables, or other plantings in any area of the Common Elements, Limited Common Elements, or exterior areas of the Unit.
- H.2 Raised Flower Beds – if a Unit Owner has purchased a raised flower or planting bed through the Association, such Unit Owner will maintain any plantings in the raised or planting bed in a sightly manner and to maintain such plantings only within the approved raised flowed or planting bed, in accordance with the Rules, Condominium Documents, and Environmental Documents (as defined in the Declaration).

I. SIGNS

- I.1 No signs may be hung or displayed from inside the windows except professionally prepared “For Sale” or “For Rent” signs or security system decals.
- I.2 “For Sale” or “For Rent” signs shall not be larger than 24” x 24” and must be professionally prepared.
- I.3 Professionally prepared political signs may be displayed in a Unit’s window or in the Limited Common Element one month prior to an election and removed three

days after said election. Such signs may be no larger than 24" x 24" and must be one that supports or opposes a candidate for public office or a referendum question. (Per WI statute 703.105(1m). This rule applies ONLY to candidates and specific referenda on the ballot. No other signs of a political nature may be displayed. Only one sign per Unit per election is permitted.

- I.4 No more than one sign may be displayed at a home.
- I.5 No signs of any kind are permitted in any Common or Limited Common Elements except as specified above.
- I.6 The foregoing provisions shall not apply to the Developer, Declarant, and/or Association, as they may, in their sole discretion, display signs that they deem appropriate for purposes of marketing Units for sale or for rent, or otherwise promoting or marketing the Condominium Property.

J. COMMON AND LIMITED COMMON ELEMENTS

J.1 COMMON ELEMENTS – The Common Elements include the following: all landscaped areas of the Condominium Property, the paved driveways, parking areas, private streets, pedestrian walkways and trails, Common signage, fences surrounding the boundary of the Condominium Property and any community areas, community garden(s), community permanently affixed tables or seating, seating corridors, interactive play, plazas, open lawn, garden, and dog park areas, amphitheater, boardwalk areas, basketball, pickleball, tennis, and similar recreational courts, all as may be set forth on the Condominium Plat and in the Declaration.

- a. There shall be no obstruction of the Common Elements and facilities and nothing shall be stored therein without the prior written consent of the Board of Directors.
- b. Use or storage of recreational equipment is prohibited in Common Elements.

J.2 LIMITED COMMON ELEMENTS

- a. Every Unit Owner and resident must maintain the Limited Common Elements appurtenant to his Unit in clean and proper conditions. Notwithstanding anything herein to the contrary, no objects or structures, other than movable patio furniture or decorative pieces, shall be placed on balconies, porches, patios or decks, without the prior written consent of the Board of Directors or the Property Manager.
- b. Residents are prohibited from storing bicycles in the Common Elements or Limited Common Elements, outside Units, on lawns, or patios. Bicycles must be stored in the storage locker, garage areas or in the Owner's or Resident's Unit.
- c. Hanging or shaking out items such as wash, clothing, other apparel or rugs on patios, porches, decks or balconies is prohibited.

- d. Major alterations, such as the installation of awnings, sunshades, canopies, or screens are prohibited without the prior written consent of the Board of Directors and as provided in Section IX of the Declaration.
- e. Visible appliances and items other than movable patio furniture and barbecue grills on patios, porches, decks or balconies are prohibited.
- f. Wading pools and yard designed playthings (i.e. trampolines or playsets) are prohibited from use on all Common and Limited Common Elements.
- g. Hot tubs are permitted for Single Family Units and Villa Units; prohibited for Townhome Units.
- h. Fire pits, stand-alone heaters, or other fuel or propane/gas powered heating devices are permitted for Single Family Units and Villa Units; prohibited for Townhome Units.

K. GARBAGE

- K.1 Trash containers must be supplied by the homeowner and cannot be set out before 7:00 p.m. (Summer) or before dusk (Winter) the night before pickup. Trash containers should be set out before 7:00 a.m. on the morning of scheduled trash pickup to guarantee service.
- K.2 Only trash containers with secure lids are permitted. All trash receptacles and lids must be marked with homeowner's address.
- K.3 Securely fastened plastic bags not in containers are permitted only if put out after 5:00 a.m. on collection day to prevent possible scattering of trash.
- K.4 Recycling is permitted and encouraged using the municipality approved containers. These can be obtained from the municipality.
- K.5 Trash containers must be picked up and put away by 9:00 p.m. the day of collection. Arrangements must be made for the removal and storage of trash containers if one will be away the day of collection.
- K.6 Trash containers, when not set out for collection, must be kept inside the garage. Homeowners are responsible for cleanup of any trash spillage from their containers.
- K.7 No hazardous materials (paint, flammable materials, acids, etc.) may be placed in trash containers for collection. Homeowners are responsible for the disposal of ALL such items at designated and appropriate sites.
- K.8 Homeowners using the municipal Christmas tree disposal/recycling service should confirm pickup dates with the City and put out trees ONLY when pickups are scheduled for this area. If one misses the date, the homeowner is responsible for proper disposal of said tree. If the Association must arrange for pickup and disposal, the homeowner will be charged accordingly.

L. RUMMAGE AND ESTATE SALES

Rummage and estate sales are not permitted.

M. RESTRICTIVE COVENANTS AGREEMENT

M.1 A Unit Owner shall not violate any of the covenants, conditions or restrictions contained in that certain Restrictive Covenants Agreement between the City of Oak Creek and _____ dated _____, 2022, recorded with the Milwaukee County Register of Deeds on _____, 2022 as Document No. _____ (the “City’s Restrictive Covenants”). Any such violation by a Unit Owner (or their tenants) is subject to such remedies as provided in the City’s Restrictive Covenants and/or pursuant to the violations/fines contained in the Condominium Instruments.

N. BULLETIN BOARD AND OFFICIAL NOTIFICATION PROCEDURES.

The bulletin board displayed in the Homeowners’ Clubhouse, as well as an online portal for all Lakeshore Commons residents is the approved and proper vehicle for communicating any necessary notice or information to Unit Owners and their tenants/residents.

Letters from the Board or the Property Manager are the approved and proper vehicle for communicating rules.

O. RULES RELATING TO CONTRACTORS

O.1 In accordance with Article IX of the Declaration, a Unit Owner must obtain prior written consent from the Board of Directors for any exterior additions or alterations to a Unit.

O.2 Any and all Board approved exterior work must be completed by one of the approved contractor’s identified on Schedule 1 attached hereto and incorporated herein. The Board has the right, in its sole discretion, to add or remove any contractors identified on Schedule 1, or to allow such Unit Owner’s suggested contractor approval to complete the work.

O.3 Unit Owners shall furnish any contractor performing work on the Condominium premises on the Unit Owner’s behalf with a copy of the Condominium Instruments and/or the Environmental Documents, along with the name, address and phone number of the Property Manager.

O.4 Units Owners shall be responsible for any violations of the Condominium Instruments and/or Environmental Documents by any contractor performing work on the premises on their behalf.

O.5 Work shall be completed so as not to adversely affect other Unit Owners and according to the Condominium Instruments and/or Environmental Documents.

O.6 Any work performed by a Unit Owner and their contractor may only be done during normal business hours (M-F 7:00 a.m. – 5:00 p.m.; Sat. 7:00 a.m. –

3:00 p.m.). Any core, hammer drilling or high noise operation is only allowed between 8:30 a.m. – 5:00 p.m. M-F. Work during any other hours must be pre-approved in writing by the Property Manager. This rule shall not apply to the Declarant with respect to its initial construction of the Units, nor any maintenance, repair and restoration.

O.7 System tie-ins:

- a. For work requiring building tie-ins for HVAC piping, plumbing piping, sprinkler system, smoke detection, electrical, cable, phone, etc., the Unit Owner shall comply with the requirements contained in Article IX of the Declaration.
- b. Before the tie-in work commences, the Unit Owner and/or contractor shall obtain the necessary approval from the Board or the Property Manager as provided in Article IX of the Declaration.
- c. The Board and/or Property Manager may waive the approval process if emergency work is needed.

O.8 Contractor vehicles shall not block access to Common Elements or Limited Common Elements, including, but not limited to, the driveways, roads, or alleys.

O.9 No work shall be performed in the Common Elements by any Unit Owner without the approval of the Board as provided in Article IX of the Declaration and/or with the written consent of the Board.

O.10 Removal of construction, demolition materials:

- a. The general contractor and/or subcontractor(s) shall make arrangements to obtain a dumpster for discarding of materials. The dumpster shall not interfere with the ingress and egress of any building or garage doorway. All dumpster arrangements shall meet with the approval of the Property Manager.
- b. Ultimately, the removal of construction debris is the responsibility of the Unit Owner having the work done.

O.11 Unit Owners having work done will be held responsible for any and all damage, insurance deductible or any extra charge for the cleaning, removal of debris to the Common Elements and/or adjoining Units as a result of contractors or carriers work or negligence. Unit Owners having work done will be charged for removal of materials or for cleaning of the Common Elements due to construction to their Unit.

O.12 All contractors must provide proof of insurance, including worker's compensation insurance to the Property Manager, unless a waiver of such insurance is applicable.

IV. INFORMATIONAL MATTERS

A. ASSESSMENTS

- A.1 All assessments are due on the first of each month, unless there is something in writing from the Association setting a different due date. Any assessment not paid within ten (10) days of the due date will be charged a \$50 late fee as a Special Assessment.
- A.2 To minimize cash flow problems and encourage compliance, liens may be filed against a Unit when an assessment is 30 days past due. In addition, the Unit Owner will be assessed \$100 for administrative costs, or such other amounts for administrative costs as the Association may establish, as a Special Assessment.
- A.3 Any assessment not paid when due shall be charged compound interest at the rate of 1.5% per month and actual attorney fees.

B. LEASED UNITS

- B.1 In addition to the leasing provisions provided for in the Bylaws, a copy of every such lease, as and when executed, shall be furnished to the Property Manager. The lessee under every such lease shall be bound by and subject to all of the obligations under the Condominium Instruments and City's Restrictive Covenants. The Unit Owner shall provide tenant with such documents when entering into such Lease. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Every such lease shall also expressly provide that the Association may exercise against the lessee thereunder any and all remedies available to the Association against the Unit Owner. In the event any lease shall fail to include the foregoing, it shall nevertheless be deemed incorporated into such lease. The Unit Owner is responsible and liable for the conduct and actions of his or her tenants.
- B.2 Prior to or within seven (7) days of occupancy of a Unit, residents must register their motor vehicles with the Property Manager and complete Resident Registration Form maintained by Property Manager.
- B.3 For their own protection and the protection of their Unit(s), Unit Owners should review their insurance coverage. Not all policies cover damage or injuries which might be caused by tenants. Owners are advised to obtain damage and liability insurance for their Unit(s) as the Association's master policy only covers Common Elements.
- B.4 In order to protect their investments, Owners should periodically check on the condition and maintenance of their Unit(s). Damage to Common Elements or Limited Common Elements traceable to specific tenants can become the liability of the Unit Owner.

V. RULES ENFORCEMENT AND GRIEVANCE PROCEDURES.

The following is a schedule of the fines that will be imposed for non-compliance with the law, and/or the Condominium Instruments:

- A.** Written Warning for a Unit Owner or resident's first violation of the Condominium Instruments and/or the City's Restrictive Covenants. In addition, a member of the Board or the Property Manager may attempt to contact the offending party to explain the violation and the need that all residents and Unit Owners comply with the Condominium Instruments and/or the City's Restrictive Covenants.
- B.** Fifty Dollars (\$50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Instruments and/or the City's Restrictive Covenants (or for the violation that remains after the Unit Owner has received the warning letter discussed above). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
- C.** One Hundred Dollars (\$100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Instruments and/or the City's Restrictive Covenants.
- D.** Notwithstanding paragraphs (A-C) immediately above, Five Hundred Dollars (\$500.00) shall be assessed for each violation of the Condominium Instruments and/or the City's Restrictive Covenants, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
 - 1. The violation is in direct defiance of a previous mandate from the Board of Directors.
 - 2. The violation was malicious in its intent.
 - 3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Instruments and/or the City's Restrictive Covenants.
 - 4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (i.e. if alterations are made that cannot be restored to their original state.)
- E.** Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
- F.** Attorney Fees
 - 1. The Board may also assess a Unit Owner who has violated the Condominium Instruments and/or the City's Restrictive Covenants for the actual attorney fees incurred associated with reviewing the facts and Condominium Instruments and/or the City's Restrictive Covenants, and advising the Board.
 - 2. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Unit Owner or defend any claim or allegation by a Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or

defense, be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Unit Owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

- G.** Any Unit Owner who has been accused (or whose tenant or guest has been accused) of violating the Condominium Instruments and/or the City's Restrictive Covenants or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

H. GRIEVANCE COMMITTEE RULES AND PROCEDURES:

1. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board.
2. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.
3. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
4. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
5. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 - a. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - (i) Of the time, place and date of a hearing before the Grievance Committee.
 - (ii) Of the right to counsel.
 - (iii) That evidence shall be received and a record made whether or not the party complained against attends.
6. The hearing shall be divided into two (2) sections:
 - a. hearing.
 - b. The determination and decision.
7. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
8. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested

by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

9. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
10. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
11. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
12. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence:
 - a. The award was procured by corruption, fraud or undue means;
 - b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 - c. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
 - d. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made