STONEWOOD COURT CONDOMINIUM ASSOCIATION, INC.

Condominium Rules

Adopted - July 10, 2024

PLEASE CALL OR EMAIL THE BOARD OF DIRECTORS WITH ANY MAINTENANCE REQUESTS, QUESTIONS OR CONCERNS.

Owning a Condominium is different from owning a single-family home. The benefits we have are in exchange for delegating some of our decision making to others, and agreeing to cooperate and be bound by decisions made for the collective good.

Keep these rules in a safe place. You will want to refer to them during the time you own your Unit. They must be provided to your purchaser at the time you sell your Unit (along with the Declaration, Bylaws, Executive Summary, Management contracts, and a current budget).

STONEWOOD COURT CONDOMINIUM HOMES

RULES

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OVERVIEW

These Rules relating to use of the Common Elements and Units are intended to enhance the general enjoyment of life in the Stonewood Court Condominium Association. They supplement the provisions of Wisconsin law, the City of Brookfield ordinances, the Declaration and Bylaws, all of which also regulate the use and enjoyment of the Association. These rules are designed to give Unit Owners the greatest degree of personal freedom consistent with the rights of others. In furtherance of this purpose, all Unit Owners are responsible for the actions of their guests, invitees, and other residents of their Units at all times and all shall have the affirmative duty to abide by these Rules. The Board of Directors of the Association may amend the Rules from time to time. If you have suggestions for their improvement, please contact a Board member.

Communication is the foundation of a successful condominium development. Unit Owners are encouraged to contact the Board of Directors with all maintenance requests, concerns, or complaints. The Board of Directors communicates with Unit Owners by sending updates and encouraging Unit Owners to volunteer their efforts. We are all in this together.

I. GENERAL INFORMATION, USE, AND OCCUPANCY.

A. RESIDENCE: Each of the Units shall be owner-occupied and used only as a residence. Consistent with the provisions of the Declaration, renting is prohibited. Except when done after receiving written permission by the Board of Directors, the listing of a Unit for rent in any publication, website, or solicitation constitutes an automatic violation of the applicable provisions of the Declaration.

B. INSURANCE: Pursuant to the Act and the Declaration, the Association shall insure the property for the full replacement value of the land and the improvements to the land, including the buildings and Units, but excluding Unit Owner personal property. The Board of Directors will give notice to the Unit Owners and provide copies of the updated policies and deductibles whenever the Association's policies are renewed.

Though most Units in the Condominium are single-family homes, to ensure appropriate coverage, Unit Owners are required to insure their Units with a Condominium Insurance Policy.

C. LIMITED COMMON ELEMENTS: Every Unit Owner or Occupant shall at all times keep the Limited Common Elements in a clean, orderly, and sanitary condition. No Unit Owner or Occupant may alter or change the Limited Common Elements without the written permission from the Board.

D. MEETINGS, QUORUM, AND VOTING: The Association makes decisions through the Board of Directors and votes of the members at Annual Meetings or Special Meetings. For business of the Association to be conducted at a meeting, a quorum must first be achieved.

1) At a meeting of the members of the Association, a quorum is achieved when 51% of the Unit Owners are present, in person or by proxy.

2) Once a quorum is achieved, except for amendments to the Declaration, Bylaws, or other matters identified in those documents and in statutes, business of the

Association shall be decided by a majority of votes (51%) of the Unit Owners present at the meeting who are eligible to vote.

3) Members who are ineligible to vote pursuant to Bylaws, Art II, § 2.10(b) are not counted among the members present for voting at any meeting of the Association.

E. RULES: Every Unit Owner or Occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or the City of Brookfield or adopted by the Association.

1) Per Chapter 703.24 of the Wisconsin Statutes: A Unit Owner who's occupant fails to comply with the Declaration, Bylaws, or the Association Rules is liable for any charges, fines, or assessments imposed by the Association.

F. NO DISTURBANCE: Unit Owners shall not use or permit the use of their Unit, the Limited Common Elements or the Common Elements in any manner which would be disturbing or be a nuisance to other Unit Owners, or in such ways as to be injurious to the reputation of the development.

G. NO LIABILITY: EXTENDED ABSENCES: The Association shall not be responsible for damage occurring inside the Unit from the failure or disrepair of a Common Element unless the Unit Owner provides timely notice of such damage to the Board of Directors in writing. Unit Owners who will be away from their Units for any extended time should turn off the main water supply at the water meter (and drain down the water in fixtures in the event of such absence during the winter), and shall arrange for the Unit to be checked on a routine basis by a responsible person who will report any and all interior damage to the Board of Directors in a timely manner. The name and contact information of the person checking the Unit shall be provided to the Board of Directors prior to the department of the Unit Owner so he or she can be called in the event of an emergency.

II. NEGLIGENCE OF OWNER. If, due to the negligent act or mission of a Unit Owner/Occupant, a member of his/her family, a pet, a guest or other authorized Occupant or visitor of such Unit Owner, damage is caused to the Common Elements or to any Unit, and maintenance, repairs, or replacements are required that would otherwise be a Common Expense, then such Unit Owner shall pay for the damage and maintenance, repairs, and replacements as may be determined by the Board, subject to these Rules. Any such amount shall be an assessment against the Unit and the Unit Owner. The Unit Owner shall be responsible for repair of any damages caused by any negligent act or omission within the Unit.

III. PARKING AND GARAGES.

A. PARKING AREAS: It is preferred that Unit Owner and Unit Occupant vehicles be kept in the Unit garage or Unit driveway. Unit Owners should not park on open parking spaces for extended periods of time without permission from the Board of Directors. Notice of any violation of this rule will be given by the Board of Directors, and if such violation continues after notice, the Unit Owner may be subject to fines.

B. PARKING BLOCKING A MAILBOX: Unit Owners/Occupants shall make sure their guests or trades people are not blocking any mailbox during normal mail delivery times. The postal service will not deliver mail to any Unit whose mailbox is not approachable by the postal delivery vehicle.

C. VEHICLE REPAIRS: Parking areas shall not be used for any mechanical work on any vehicles, except in an emergency.

IV. PETS. Pets can be one of the major causes of friction in condominium living. Condo living puts all residents into close proximity and we need to be considerate of the rights of all. Dogs of various sizes are permitted in the Condominium; however, it is strongly suggested that Unit Owners and prospective Unit Owners consider the limitations imposed on large dogs due to the confined common area environment of the condominium development.

A. TYPE OF PETS PERMITTED: Unit Owners may keep dogs, cats, and common household pets in their respective Units. Livestock, poultry, or other animals shall not be allowed or kept in any part of the Unit. Such pets shall not be kept, bred, or used for any commercial purposes.

B. NUISANCE: Dogs, cats, birds, and other household pets shall not be permitted to cause a nuisance or an unreasonable disturbance. Unit Owners who have a pet that has been declared to be "dangerous" by the City of Brookfield shall immediately lose any authorization to keep that pet within the Condominium. Such Unit Owner may not keep other pets within such Unit or within the Condominium premises without the prior written, expressed consent of the Board.

C. LEASH: Dogs, cats, and similar pets shall be carried or kept on a handheld leash at all times when not in the Units. No pet may be tied outside in any area of the Condominium unless a responsible person is outside with the pet at all times. No pet may be tied to a lamppost or mailbox post.

D. EXCREMENT: The owner of a pet shall immediately remove any excrement of a pet and properly dispose of it at their own Unit. Non-removal or non-disposal shall be considered a nuisance. Pet owners shall be responsible to treat lawn areas used by their pet to prevent or repair urine damage.

E. ENFORCEMENT: If a pet causes a nuisance or disturbance to any Unit or Unit Owner or Occupant, or if the pet owner violates any of the Rules under this section, the Board may give a warning of violation by delivery of such warning to the Unit where the pet resides. If violations continue after warning, any member of the Board or resident of the Condominium may contact City authorities to prosecute violations. After warning, the Unit Owner will be required, upon notice from the Board, to remove the pet from the Condominium, unless the problem is corrected within the time set by the Board. Failure to correct the problem or remove the animal will result in a fine as set forth in Section IX (Violations, Fines, and Non-Compliance of the Rules).

V. DECORATIVE POND AND FOUNTAIN. No person(s) shall enter the pond on Stonewood Court property at any time. No person(s) shall use the pond for ice skating or sledding purposes in the winter months. In addition, no fishing, swimming, rock throwing, rock climbing, or operation of remote motorized devices is allowed. Stonewood Court assumes no responsibility for any injuries that might occur to individuals who violate these rules.

VI. CONTRACTS, LANDSCAPING, AND LIMITED COMMON ELEMENT MAINTENANCE.

A. CONTRACTORS: The Association may employ landscaping, lawn care companies, and other contractors at the discretion of the Board of Directors to maintain and manage the Common and Limited Common Elements. Unit Owners with specific concerns regarding performance of contracts should contact the Board of Directors.

B. DRIVEWAY AND WALKWAY SNOW/ICE MANAGEMENT: The Association budgets for snow removal and ice management, but small amounts of snow may not be removed, and ice conditions may develop and change rapidly.

Any voluntary efforts to assist in these functions are appreciated. The Association may make a non-salt based Ice Melt product available to Units requesting same. Ice Melt products which may damage landscaping or concrete shall not be used on the Condominium premises. Unit Owners are responsible for damage to landscaping and concrete caused by use of salt-based products or other chemical products which, over time, erode the concrete.

C. MAINTENANCE: A Unit Owner or successor owner will be responsible for maintaining plantings, including trees/shrubs, or paying for removal of trees/shrubs which had been approved, but not previously maintained by the Association. Any successor owner shall be notified in writing prior to closing of a sale of a Unit concerning the new owner's assumption of liability and maintenance for any plantings/trees/shrubs installed by a previous owner but not maintained by the Association. A copy of such notification shall be provided and maintained by the Board.

VII. SIGNS.

No Unit Owner or Occupant shall make any additions or alterations to any Common Elements, nor place or maintain thereon any signs, posters, or bills whatsoever, except in accordance with such plans and specifications approved by the Board.

A. FOR SALE SIGNS: No "For Sale" signs or other window displays or advertising shall be permitted on any external part of the Condominium, except sandwich-board type Open House signs satisfactory to the Board, at an entrance to the Condominium community, at an intersection, and in front of the Unit. Open Houses are permitted on Saturday or Sunday only and signs are permitted only during the hours of the Open House or by special exception approved by the Board.

VIII. SALE OF A UNIT.

A. LIABILITY FOR ASSESSMENTS: State statutes make each Unit Owner liable for all assessments due on a Unit while such Unit Owner continues to own such Unit. In addition, a buyer of a Unit is jointly and severally liable with the seller of a Unit for all past assessments, per Section 703.165(2), Wisconsin Statutes.

B. STATEMENT OF ASSESSMENT STATUS RESPONSIBILITY: Each seller and buyer of a Unit shall, prior to closing, contact the Association and inquire as to the outstanding assessments due on such Unit as of the date of inquiry. The Association shall, within five (5) business days, provide the seller or buyer, or their agents, with a statement setting forth the amount of such unpaid assessment. Failure to require the seller to pay all

outstanding assessments at or before closing shall make the buyer liable for the remaining outstanding assessment(s).

C. ENFORCEMENT OF LIEN: Any lien outstanding against a Unit may be enforced according to the Wisconsin Statutes. Enforcement may include foreclosure.

D. CONDOMINIUM DOCUMENTS: Wisconsin law requires a seller to provide a buyer a complete copy of all current Condominium disclosure materials, including, but not limited to: the Executive Summary, Association's Declaration, Bylaws, Articles of Incorporation, Condominium Rules, and current budget and financial statements. Copies of the required disclosure materials may be obtained from the Association, through the Board of Directors, at a cost of $50.00 per set. The cost to the seller must be paid to the Association prior to the release of documents. The Condominium Documents are also available on the Stonewood Court Condominium Homes website.

E. STATEMENT BY BUYER: Each buyer of a Unit shall execute a document prior to closing (provided by and returnable to the Association) stating that he/she has obtained the appropriate Condominium Documents as well as documents of any alterations approved by the Board of Directors but NOT covered by the Association, has reviewed same, and agrees to be bound thereby.

F. SALES TRANSACTION FEE: Effective July 1, 2024, buyers of a Stonewood Court Condominium Unit will be required to pay to the Association a $300 transfer fee. This will be deposited in the Reserve Account. This fee will be due and paid at the closing. The check is to be made payable to the Stonewood Court Condominium Homes Reserve Account.

G. BUYER INFORMATION TO ASSOCIATION: The buyer shall, within seven (7) days of occupancy, contact the Secretary of the Board of Directors to notify the Association, in writing, regarding changes to buyer's information during their residency at the Condominium.

IX. VIOLATIONS, FINES, AND NON-COMPLIANCE OF THE RULES. Please make a special effort to foster good relationships among our residents. Most often people are unaware of disturbing or annoying others. If the annoyance is brought to their attention, it is usually corrected.

Any Unit Owner may register a complaint by contacting the Board of Directors. Each Unit Owner is urged to use discretion concerning matters of vandalism and continued disturbances. If you feel the offense is serious enough, please contact the Brookfield Police Department.

The following penalties shall be assessed against violators of the Condominium Rules. Unit Owners are reminded that they shall monitor and be held responsible for the actions of their family, other occupants of their Unit, guests, pets, and tradesmen, and can therefore be assessed the following penalties:

A. FIRST COMPLAINT: A "Notice of Violation" of the Rules shall be sent by the Board of Directors informing the Unit Owner that they are in violation of the Rules of Stonewood Court. The reason for the complaint shall be specified. The Unit Owner shall be asked to use some common courtesy regarding fellow residents.

B. SECOND COMPLAINT: A "Notice of Violation - 2nd Complaint" of the Rules shall be sent by the Board of Directors to the Unit Owner. The reason for the complaint shall be specified. Upon issuance of a second notice of violation for the same complaint, the Unit Owner shall be assessed a fine of $50, or such amount as may be set by the Board from time to time. This assessment is made against the Unit, and failure to pay said fine within thirty (30) days will result in a lien being attached to the Unit.

C. SUBSEQUENT COMPLAINTS: A "Notice of Violation - Additional Complaint - 3rd (and so forth) Notice" will be sent by the Board of Directors to the Unit Owner. Subsequent complaints for the same violation will result in increasing fines at the rate of $50 per violation (i.e. 2nd violation = $100, 3rd violation = $150), and may be assessed daily for continuing violations if no evidence of appropriate corrective action being undertaken is provided to the Board of Directors.

D. The issuance of a "Notice of Violation" to the Unit Owner is at the discretion of the Board. In the event a complainant (a Unit Owner making a complaint against another Unit Owner) is involved and the "Notice of Violation" is not issued, the complainant will be so informed within seventy-two (72) hours of registering the complaint. The complainant may then appeal this decision to the Board, in writing. Such an appeal will be taken under consideration by the Board within ten (10) days of receiving the appeal or at a date agreed upon by the Board and complainant.

E. The issuance of a "Notice of Violation" that includes the assessment of a fine must be approved in writing by a majority of the Board of Directors before such notice is delivered. No waiver of any Rule shall be implied from the Board not taking action in case of a violation, even if such violation persists or is repeated. The invalidity, performance or unenforceability of any Rule shall not affect or impair any other rules or regulations. The laws of the State of Wisconsin or the City of Brookfield or the Stonewood Court Condominium Association Declaration or Bylaws shall govern the validity, performance, and enforcement of the Condominium Rules.

X. GRIEVANCE PROCEDURE. Unit Owners may appeal the fine for violation of the Condominium Rules by contacting the Board of Directors, in writing, within ten (10) days of the "Notice of Violation." The appeal will be taken up by the Board as prescribed in the Bylaws.

XI. AMENDMENTS/REVISIONS OF RULES. The Rules may be modified or revised by the Board of Directors. Each Amendment or revision will be titled and dated. An email will notify all Unit Owners of the change as well as the date the Rule becomes effective. The Unit Owner is responsible for compliance with all Rules and Regulations established by the Board.