

BRIARWOOD OWNERS' ASSOCIATION, INC.

RULES AND REGULATIONS

The Board of Directors would like to welcome you to Briarwood Owners Association.

Living in a condominium can feel quite different from living in a private residence, and it may take some time for individuals to adjust to the changes. The governing documents (Declaration and Amendments, Bylaws, Rules and Regulations) as well as decisions made by the Board of Directors, might occasionally differ from the choices an Owner would make for a private home. That said, condominium living, like any shared community, often involves a spirit of compromise for the greater good. Residents are encouraged to embrace an attitude of courtesy, responsibility, and active participation in fostering a harmonious community environment.

As an owner of a condominium at Briarwood in Caledonia, Wisconsin, you are automatically a member of the Briarwood Owners Association and are required to comply with the Association's governing documents. This compliance extends to any member of your household, family member, tenant, visitors or guests. The Board of Directors has promulgated the following Rules and Regulations to establish a standard code of conduct throughout our community for the enjoyment of all the residents. These Rules and Regulations supplement other governing documents, including the Declaration of Condominium for Briarwood and its amendments, and the Bylaws of Briarwood Owners Association, Inc. and do not supersede or override the other governing documents.

Owners pay a monthly fee/assessment to cover shared expenses that benefit the entire community, such as maintenance and repairs of common areas, snow removal, lawn care, landscaping and common area insurance. While the Board of Directors oversees daily operations and financial matters, the ultimate responsibility for the property lies with the Owners. The Board and committee members volunteer their time without compensation, driven by the satisfaction of maintaining a welcoming and attractive community. All Owners are encouraged to actively contribute their time and skills to support the Association.

These Rules and Regulations will be voted on as per Article V, Section 15 of the Bylaws.

SECTION A. COMMUNICATIONS

Email will be the official means of communication for notices, meeting agendas, meeting documents, etc. If a Unit Owner does not have access to email, they will need to inform the Board of Directors so an alternate form of delivery can be used.

Late payment notices, fines or other monetary or legal type documents will be emailed and either hand delivered or sent via the US Postal Service.

SECTION B. C. GENERAL REGULATIONS

1. ACCESSORY BUILDINGS/FENCES

There shall be no accessory buildings or fences allowed.

2. ADDITIONAL TREES, SHRUBBERY AND PLANTINGS IN COMMON AREAS

The Board of Directors has a long-range plan for additional trees and shrubbery to be implemented as funding permits. Requests for additional trees, shrubs, hedges, and bushes in the Common and Limited Common Elements must be requested of the Board of Directors in writing via the request form. Please include a detailed sketch of placement in relation to your unit.

If a Unit Owner does not desire to wait until the Board can fund Unit Owner requests, the Board may approve the plantings and the Unit Owner would be charged for the plantings, materials and labor.

Newly planted trees, shrubs and plants need extra watering during their first two years. It is the owner's responsibility to water them to keep them alive. If they die due to lack of water, the owner will be required to cover the cost of replacement(s).

3. BIRD FEEDERS

Hummingbird feeders (up to two (2) feeders per unit) are allowed to be placed within the mulched area directly adjacent to each unit.

All other types of bird feeders are not permitted due to the mess and pests/rodents that are attracted.

4. BUILDING PERMITS and STRUCTURAL MODIFICATIONS (Declaration 4,5)

Building permits are required as per the Village of Caledonia Building Code, Title 15 – Building Code. If a Unit Owner intends to make any modification, addition, alteration or repair to their unit for which a permit is required by the provisions of the Village of Caledonia Building Code, the owner shall deliver a copy of such permit to the Board within 14 days of its issuance by the Village.

Any structural modification to the unit or the adjacent common elements shall not be permitted if the change will affect the structural integrity of the building or interfere with the rights of other Unit Owners. Unit Owners making modifications to their Unit shall be liable for any damage to the common elements which results from such modification. It is understood that any contractors hired for such modifications should be bonded and insured, and carry the appropriate Wisconsin licensure.

5. DECKS

The decks, as installed by the builder, are considered complete and as a limited common element will be maintained by the Association. There is no requirement that they be stained.

If a Unit Owner desires to have their deck stained or sealed, they may do so, at the Unit Owner's initial, and ongoing expense, using the stain color choice as provided by the Board of Directors. It is the expectation that the deck surfaces be properly prepared by cleaning and sanding prior to any stain being applied. Additionally, care must be taken to keep stain off the siding and patio door framing.

6. DOORBELL SECURITY CAMERAS

Doorbell security cameras are permitted. Any camera installed must be used in a professional, ethical and legal manner consistent with all existing applicable laws.

7. DRIVEWAY "SALT"

As many salt products damage either the cement or the environment, please limit the quantity of any ice melt used. Using sand may be the best option.

8. DRONES

Drones may not be used by owners/occupants/visitors on any condominium property unless prior approval has been sought and obtained from the Board of Directors for a specific limited purpose; the appropriate permissions have been obtained from the FAA to fly a drone within 5 miles of the John H. Batten Airport; and the operator complies with the Village of Caledonia drone laws. The Board of Directors retains the right to allow contractors to use drones to perform services for the Association such as roof, gutter or pond inspections as long as the contractor has the appropriate FAA permissions and complies with the Village of Caledonia drone laws.

9. EXTERIOR DECORATIONS

It is not the intent of the Board of Directors to prohibit anyone from enjoying their condominium. That being said, it should be pointed out that there shall be some conditions or restrictions on exterior decorations.

There shall be no exterior decorations that require fastening to the building itself with the exception of an American Flag holder on the garage.

All exterior seasonal (fall, winter, spring, summer) decorations must be confined to the unit's limited common area of patio/deck and entrance, or the mulched area surrounding the unit, and are not to be displayed for an unreasonable length of time. Such decorations must be in good taste, good repair and not offensive.

Thanksgiving, Christmas, Hanukkah and Kwanzaa decorations may not be put up until one week prior to Thanksgiving, and must be removed no later than January 10th.

Other holidays: decorations may be displayed one week prior to the holiday to one week after the holiday.

Any holiday light display must not be so bright as to interfere with or shine into your neighbors' unit(s) or in any way disturb your neighbors.

Any damage resulting from the installation of decorations will be the responsibility of the Unit Owner.

Neither the Owners Association nor the lawn care provider shall be responsible for any damage or destruction of any yard decoration unless such damage or destruction is proven to be deliberate on behalf of the Association or the lawn care provider.

- 10. EXTERIOR LIGHTING** (Reference: Bylaws Article 5, Section 14; Declaration #4C)
Any change to exterior lighting shall be pre-approved by the Board of Directors including color and intensity of lightbulbs and replacement of fixtures.

Low voltage lighting is permitted but can only be placed in the mulched area of the unit, may not interfere with lawn mowing or yard maintenance, and must be properly maintained. Any damage resulting from the installation of the low voltage lighting will be the responsibility of the Unit Owner.

No decorative or any kind of item may be placed over any outside lighting fixture(s) at any time.

11. FIREWORKS

Fireworks of any kind are prohibited due to noise and liability.

12. FLAGS (EXTERIOR)

One official United States of America flag may be displayed on the front of the unit. The flag is not to exceed 3 feet by 5 feet in size. The flagpole must be attached to the garage only.

There shall be no sports flags, political flags, activist flags, etc.

Only one small decorative garden-type flag per unit, placed in the mulched area, is permitted.

13. GARBAGE AND RECYCLING BINS

Garbage and recycling bins must be stored inside each unit's garage and shall be returned to the garage within 24 hours of trash collection.

Due to our wild animal activity, it is highly recommended that on garbage/recycling pickup days, bins not be put out until morning by 7:00 a.m. If the Unit Owner needs to put them out the night before, and they are knocked over by animals or snow plows, please ensure that any mess is cleaned up promptly.

All bins are to be placed at the end of each Unit Owner's driveway, within two feet of the street (not on the street). Bins must be at least six feet apart and away from any vehicle parked on the street. Do not place bins on grassy areas as the sprinkler heads may be damaged.

Special pre-arranged garbage pickup may be placed on the owner's driveway for no more than 48 hours.

14. GUTTER CLEANING

The Association will pay for one gutter cleaning per year for those Units that the Board has determined need to be cleaned. The sole purpose of this visit will be to clear the gutter of any obstacles (leaves, tree branches and twigs, bird nests) to insure the efficient and quick run off of water.

15. HOT TUBS, SPAS, and SWIMMING POOLS

Hot tubs, spas and swimming pools are prohibited within the owner's domicile, on any Limited Common Element or on any Common Element. This is due to liability, increased insurance costs and water costs being paid for by the Association.

16. MOTORIZED VEHICLES and STREET PARKING (Reference: Bylaws Article V, Section 12e)

No motor vehicle shall be parked within the community without valid state license plates and a current state tab. Inoperable vehicles (flat tires, no battery, no engine, etc.) are prohibited. No commercial/work vehicle shall regularly be parked in the community.

No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, motorized scooter, recreational vehicle, motorhome, all-terrain vehicle or motorcycle is permitted.

With twenty-four-hour (24) advance notice to the Board of Directors, a unit owners' boat, camper, trailer or RV may be parked overnight in the driveway (preferred) or on the street only for purposes of loading or unloading prior to or returning from being used. Any damage resulting from the boat, camper, trailer or RV being on the driveway or street is the responsibility of the owner.

Outdoor storage of any vehicle with advertising of any type (other than car dealer emblems) is prohibited. Any such vehicle must be enclosed within the unit's garage. Due to the narrowness of the Briarwood Circle Street, owners should park vehicles in their garage and driveway.

Overnight parking on the street is prohibited during the winter months from November 1st through March 31st. Owners are expected to move any vehicle parked in the driveway so the contractor can easily remove snow.

17. MULCHED AREA SURROUNDING UNITS

The Association will hire a vendor each year to weed the mulched areas surrounding each unit, trim the shrubbery, and refresh mulch as needed.

In addition to the plants that were planted by the builder or association, owners may plant bulbs, annuals or perennial flowers within the mulched areas adjacent to their unit and under their deck as long as their height does not exceed 4 feet. They must be cared for and maintained by the owner (not the vendor contracted to weed and trim shrubbery) with dead or dying flowers promptly removed, and the plantings must not interfere with lawn mowing or snow removal activities. When a unit is listed for sale, these owner-added items must be noted in Real Estate Condition Report as an exception under the Rules and Regulations of the Briarwood Owner Association. The buyer must either accept these plantings before the final sale or the seller must remove them before the sale is completed. The Association Board of Directors must receive a copy of this agreement at the time of the property transaction.

If a Unit Owner desires to plant shrubbery, they must request permission from the Board of Directors via the request form.

Vines, trellises and other items that attach to the building unit are not permitted. Natural brown wood mulch only may be used around units and trees/shrubbery.

18. NOISE

Each resident is entitled to the quiet enjoyment of his/her home. The sound level of radios, stereos, TVs, wind chimes, motorized equipment, etc. should be governed by common courtesy and consideration for one's neighbors. Please bear in mind that noises may be objectionable to your neighbors. If your neighbor(s) are bothered by the noise-making item, the expectation is that a solution will be found among/between neighbors. If a solution cannot be agreed to, please send an email to the Board of Directors as per Section D. of this document.

19. NOXIOUS ACTIVITY (Reference: Bylaws Article V, Section 12 (c), (d))

No noxious, offensive or dangerous activity of any kind may be conducted upon any part of the property; nor may any trade, business or profession be carried on; and generally, no activities may be conducted which would constitute a nuisance to other owners.

20. OUTDOOR GRILLS/SMOKERS

One outdoor gas or charcoal grill/smoker per unit is allowed on the unit's limited common area of patio, deck or driveway. It may not be placed near the siding, under the overhang, or next to the wood railings when it is hot. When in use on the patio or deck it must be placed at the farthest point away from the unit.

It is highly recommended when using a charcoal grill to use an ash bucket to safely dispose of hot coals and ashes.

A working fire extinguisher must be nearby when the grill is in use.

21. OUTDOOR HEATERS, FIRE PITS, etc.

No open flame wood burning fire pits/tables are allowed.

Propane outdoor fire tables are allowed on the unit's limited common area of patio/deck/driveway, but must be used away from the unit overhang, away from the siding, and away from wood railings.

A working fire extinguisher must be nearby when the fire table is in use.

22. PATIO/DECK AWNINGS, UMBRELLAS, SCREEN/SUN CANOPY or TENTS:

Patio/deck awnings which attach to the building/overhang or any Common or Limited Common Element are prohibited.

Free-standing weighted umbrellas or umbrellas attached to a table are permitted on decks and patios. When not in use the umbrella must be closed. Umbrellas must be closed and/or laid flat during wind storms and other inclement weather.

Screen Canopy/Tents may be used on decks and patios, but they:

- may not be attached to the deck/patio
- must be collapsed daily
- must be collapsed and/or stored in garage during high wind days and inclement weather
- may not be faded or torn.

No other type of tent or covering may be used on a deck or patio.

Any damage to Common Elements or Limited Common Elements caused by the personal property of an owner/family member, visitors, guests or tenants shall be the sole responsibility of the unit owner.

23. PETS (Reference: Bylaws Article V, Section 12 F)

Only household pets are allowed (dogs, cats or small household pets such as fish or small birds). No reptiles or uncaged birds are permitted. No breeding or commercial activity involving animals is permitted.

Pets must be kept under the immediate control of the owner and must comply with the Bylaws of Briarwood Owners Association and the Village of Caledonia Ordinance regarding pets. Pet owners shall maintain all required pet licenses and shots.

Additionally, the Briarwood Owners' Association insurance does not allow/cover the following dog breeds: Doberman, Pit Bull, Rottweiler, Chow Chow, Wolf dogs and Wolf hybrids, Presa Canario, Akita and German Shepherd. Any dog that has had a previous history of attacking or biting would be included in this ban.

Exceptions may be made for dogs that have proof of completion of specialized training (primarily for German Shepherds).

Pets may not be staked or chained in a Common Element (see Declaration of Condominium, Section 5 – Description of Common Elements) or Limited Common Element.

All Unit Owners and occupants shall immediately clean up the excrement of their pets.

Pets (including service animals) are limited to two per unit.

24. POND

The pond is *not* to be used for swimming, fishing, boating, ice-skating or any other use. It is the sole responsibility of the responsible adult, relative or otherwise to keep children away from the water. By purchasing a unit, buyer indemnifies and holds harmless the Briarwood Owners Association, Declarant and all other third parties with respect to any damage or injury resulting from the pond on the property.

25. RENTAL by LEASING OF UNITS

In addition to information in the Bylaws Article VII – Sales and Leases of Units, Sections 1 & 5, no more than 20% of the units may be leased at one time. This is due to the restrictions outlined in some types of mortgage loans.

No unit may be rented or leased for a term of fewer than six (6) consecutive months. A unit owner may request an exception from the Board of Directors by submitting a written letter detailing the reasons for the request. The written decision of the Board will be final and binding.

26. SALES – ESTATE, MOVING OR YARD

One estate or moving sale per current property owner is permitted. Renter/lessees are not eligible to have estate or moving sales. The sale must be for one day only, and must be approved in advance by the Board of Directors.

Owner/Renter/Lessee yard sales are prohibited except for the one annual Briarwood Circle community yard/garage sale each year with a date to be set by the Board of Directors. If an Owner/Renter/Lessee decides to participate in this community yard/garage sale, they may place a temporary sign advertising the yard/garage sale in the Common area in front of their unit for up to forty-eight (48) hours prior to the yard sale. The sign must be removed immediately upon completion of the sale. Placement of the sign should not interfere with lawn sprinkling or damage the sprinkler system.

27. SATELLITE DISHES AND ANTENNA

Any type of exterior antenna is prohibited.

Satellite dishes must be pre-approved by the Board of Directors and Unit Owners must comply with the Declaration Section 15 – Satellite Dishes.

28. SIGNAGE (Reference: Bylaws Article V, Section 12(g))

No signs, including but not limited to signs advertising sale or rental of units, shall be allowed in the common elements, limited common elements or units, except as specifically authorized by the Board of Directors. The only exception to this is that as long as the Developer still owns property in Briarwood, the Developer may display signs as needed to market the property.

29. SNOW REMOVAL

The Board of Directors will contract with a snow removal company for the clearing of snow and ice from the driveways and service walks (the vendors normally remove snow at about the two-inch (2) snowfall level). Snow removal will not be done on patios/decks. Unit Owners shall be responsible for ensuring their vehicles are removed from the driveway to allow the snow removal company to perform their duties. In the event vehicles are left in place resulting in the snow removal company being unable to remove snow from the driveway, the Unit Owner shall be responsible for any additional cost charged by the snow removal company to return and clear the driveway after the removal of the vehicle(s).

The Condominium contains a Private Drive as the main thoroughfare within the Condominium. As such, the Private Drive is the responsibility of the Owners

Association for maintenance, including snow removal. Every time the snow plow has to come through to clear the road because of cars parked on the road is an additional charge to the Owners Association. In any given year it is, at best, an estimated budget amount for snow removal due to the uncertainty of how much snow will be received. That estimated budget amount line item is what is used for the calculation of the monthly association dues each year. Please be considerate and park in the garage when snow is expected.

30. UNATTACHED ARTICLES

No unsecured tanks, basketball hoops, bicycles or play equipment/toys may be left outside. No recreational equipment may be installed on the Common Elements or the Limited Common Elements.

Nothing may be stored under the decks.

31. VARMINTS, CRITTERS AND INSECTS

It is the homeowner's responsibility to deal with any insects, varmints or critters surrounding their unit that they feel are bothersome such as bees, wasps, mice, etc.

The egress windows as installed by the builder are considered complete/finished by the Association. If a homeowner is bothered by frogs/toads residing in their window well or the occasional rodent who falls into the window well, the Board of Directors has previously authorized homeowners to either cover their window well with:

- a. a pre-made cover that fits the window well without damaging the vinyl siding, or
- b. screening under/over the grate as long as it does not interfere with lawn mowing.

The ability to use the egress in the event of an emergency must be maintained.

32. WINDOW AIR CONDITIONING

No window air conditioning units are permitted.

SECTION C. COLLECTION POLICY/PROCEDURES (Reference: Bylaws, Article V, Sections 4, 5, 6)

1. Monthly dues for common expenses are due on the first day of each month. A late charge of \$20.00 may be imposed by the Board of Directors against a unit owner if any balance in common expenses remain unpaid by the 10th day of the month when due. In addition to any late charge, unpaid common expenses shall accrue interest at the rate of one and one-half percent (1-1/2%) per month until paid.
2. Special assessments, as may be levied from time to time by the Board of Directors, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.
3. Any fines, penalties or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owner informing them of the fines, penalties or other charges.

4. All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).
5. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.
6. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g., insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00 or the actual costs incurred by the Association as a result of the return of the payment, whichever is greater.
7. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the association unless the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors.
8. The basic collection timeline of the Board is:
 - a. At 10 days past due, a board member may contact the delinquent owner
 - b. At 15 days or less past due, a written past due notice may be sent to owner
 - c. At 30 days past due, a second past due notice may be sent to owner
 - d. At 60 days past due, the matter may be referred to legal counsel or the Board may take the matter to small claims court
9. An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to legal counsel for collection. The Unit Owner will also be responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

All dues and assessments must be paid in full before the unit owner may sell, lease, convey, mortgage, pledge, or hypothecate the unit. (Declaration, Article VII, Section 6)

SECTION D. VIOLATIONS OF THE CONDOMINIUM DOCUMENTS

Noncompliance with the law, the Declaration and its Amendments, the Bylaws, and the Rules and Regulations (herein collectively "Condominium Documents") will be addressed as follows.

(A) The Board may investigate any violation of the Condominium Documents which it believes has occurred. In addition, if an Owner believes that another Owner is in violation of any of the Condominium Documents and wishes the Association to take action, such owner may submit a written complaint to the Board of Directors. The Board will not take action on anonymous or unwritten complaints. If upon investigation the Board believes that there is sufficient evidence that a violation has occurred, it will give written notice of the alleged violation to the Owner. If the Owner disputes the violation in writing delivered to the Board within ten (10) business days, the Board shall schedule a hearing and give written notice thereof to the Owner at least twenty (20) business days prior to such hearing. If the alleged violator fails to dispute the violation, or if, after a hearing, the Board concludes that a violation has occurred, the Board shall make such a finding and may impose a fine as provided in this

section. The Board shall determine whether to impose a fine immediately, to allow correction of the violation without a fine, or to impose a fine if the violation is not remedied within a specified number of days.

(B) Notwithstanding the provisions and procedure of Section (A) above which are intended to provide for the resolution of alleged violations without the commencement of judicial action, all claims by the Association or an Owner relating to a dispute shall be subject to the provisions of Sec. 703.245, Wis. Stats.

(C) Owners found to be in violation of the Condominium Documents may be charged up to fifty dollars (\$50.00) for a single infraction or ten dollars (\$10.00) per day for violations of a continuing nature.

(D) If, in the sole opinion of the Board of Directors, the violation meets one or more of the following criteria, the Board may assess up to \$500 for each violation of the Condominium Documents:

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 Documents.
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) Attorney Fees

1. The board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and the Condominium Documents 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.