

**BROOKSHIRES OWNER'S ASSOCIATION INC**  
**Rules and Regulations**  
Revised June 18<sup>th</sup> 2014

This summary is written for easy readability. Therefore, it may contain generalizations and colloquialisms rather than precise legal terms. In areas of disagreement regarding the interpretation of the intent of the following rules the Board will make the determination. In all cases, the official Brookshire Owner's Association, Inc. Declaration and By-Laws govern and are the final authority. If there are any discrepancies between the information in this summary and the Declaration and By-Laws, the Declaration and By-Laws will control.

"Common Elements" = all of a condominium except its individual units

"Limited Common Elements" = reserved for the exclusive use of the owner or occupant of the Unit

- Keep the patio, stoop, porch (open, screened, glassed in), or deck in a clean and neat condition. No boxes, bicycles, carriages, wagons or other similar items shall be stored on such.
- No objects such as statues or lawn decorations shall be placed in common areas. This includes play systems, swimming pools, basketball hoops, etc.
- One (1) birdbath and one (1) bird feeder are allowed to be placed in the back/side of each unit.
- No feeding of wild animals.
- Keep the porch (open, screened, glassed in), or deck in good and orderly condition. Paint, stain and repair on a regular basis. Color of paint and/or stain must be approved by Brookshire Board of Directors.
- Holiday decorations are restricted to one (1) month prior and one (1) month after the holiday. No decorations are to be placed on the roof or gutters. No inflatable decorations can be placed upon the property.
- Removable pots/planters can be placed on stoned landscaped area as long as the items do not interfere with the planned landscaping. All pots/planters must be removed November 1 and stored inside of garage/unit.
- No in-ground planting, re-landscaping of any bedding area(s) without the prior written permission of the board.
- No posting of signs (occupant name, campaign, advertising, etc.) The only exception is on the day of an open house related to the sale or lease of a Unit.
- Garage sales and similar sales are prohibited.

**BROOKSHIRES OWNER'S ASSOCIATION INC**  
**Rules and Regulations**  
Revised June 18<sup>th</sup> 2014

- No soliciting or selling, including door to door soliciting of any type shall be permitted.
- No window guards, exterior shades, awnings shall be installed on patios, porches or balconies.
- Grills must be covered when stored on patio, porch or balcony. Fire pits are not allowed. Grills shall not be operated or stored in such a manner as to create a fire hazard. Charcoal and wood grills may only be used on a grassy area. Used coals are not to be stored inside units or garages and must be disposed of in nonflammable containers. Used coals must not be stored inside units, garages or on porches, stoops or decks.
- No clothes, sheets, blankets, rugs, laundry or other similar items shall be hung and/or displayed from the patio/deck. No clothesline shall be placed on the patio, deck or porch (open, screened, glassed in).
- No exterior alterations or additions of patios, balconies or porches without approval of the Brookshire Board of Directors, Waukesha City Building Inspector and must follow the City of Waukesha Municipal Codes.
- No dogs, reptiles or rodents are permitted within the condominium.
- Two (2) permitted cats or birds are permitted within the condominium and must be kept indoors at all times.
- A speed limit of 15 mph is enforced for the Brookshire roads.
- Guests are to park in the homeowner's driveway or in the guest parking areas for up to 5 days or nights. A longer period of time required Board approval.
- Driveways, guest parking areas and the condo roadways must be kept clear for snow removal during winter months.
- The placement of dumpsters, storage pods and similar items requires prior Board approval.
- Unit owner's vehicle(s) must be parked in a garage overnight.
- Garage doors should remain down when not in use
- Licensed boats, boat trailers, vans, trucks, camper's motor homes or such other items may be stored, parked or placed in the garage provided that the storage of such item(s) does not cause an automobile to be parked outside of the garage.

**BROOKSHIRES OWNER'S ASSOCIATION INC**  
**Rules and Regulations**  
Revised June 18<sup>th</sup> 2014

- Motorcycles, ATV's, snowmobiles cannot be operated, stored, parked or placed within the condominium area.
- No inoperable vehicle of any type shall be parked in any parking area of the condominium.
- No repair and/or maintenance of a vehicle(s) except car washing.
- No Unit owner or occupant shall allow newspapers or other items to accumulate outside of the unit, which would indicate absence from the unit.
- No radio or television antenna shall be attached to the exterior of the building or projected out of any window. Satellite dishes that are less than one meter (39.37") in diameter must be erected in an inconspicuous place and professionally installed. Also, if the dish causes damage to the condo unit's structure in any way from any cause, it will be the condo unit owner's responsibility to repair the damage.
- Unit owners and occupants shall not cause or allow voices, musical instruments, televisions, radios or other such sound producing devices to in any way or at any time become objectionable to other unit owners or occupants.
- Each Unit owner shall be responsible for maintaining not less than one (1) fully operational smoke detector (or more if local building codes require it) on each floor of their unit at all times.
- Post Lamps must kept clear at all times. Objects are not allowed to hang from any area of the post.
- Satellite Dishes are not allowed without prior Board approval.

A variance of any Rule or Regulation or special dispensation due to special or extraordinary circumstances may be granted by the Board upon the Unit owner supplying the Board a written request detailing the need for a special dispensation. A majority vote of the Board will be required to grant such a variance or special dispensation. Any variance or special dispensation granted by the Board shall be subject to revocation by a majority of all Unit owners, at a meeting duly called for such purpose.

**NOTE:**

It is the unit owner's responsibility to allow sufficient time for the Board to review their submission for approval.

# **BROOKSHIRE CONDOMINIUM ASSOCIATION**

## **UNIT RENTAL POLICIES STATEMENT**

Brookshire Condominiums is a residential community. While most of our 34 units are, and always have been, owner-occupied, our governing rules and regulations do allow for the occasional possibility of one or more units being leased by their owners to one or more renters under approved circumstances. A shift in the number of units occupied by non-owner tenants, as opposed to owners, can create a decrease in the market value of all of our units. Interest rates available to finance a purchase may also be increased by virtue of disproportionate renter vs. owner occupancies. Apart from the regulations concerning long-term rentals, the Association's regulations forbid the renting of rooms to transient (i.e. short-term) non-owner occupants

The Association's Declaration is the legal document which governs in this matter. Article IX, Section 2 (Leases of Units) reads as follows:

"Any owner . . . may lease a Unit for a term of not less than twelve (12) months and to not more than four (4) people, not more than three (3) of whom shall be unrelated. Any person occupying a Unit with the authority of an owner shall comply with all of the provisions hereof imposed on an owner. No rooms in any Unit may be rented and no transient tenants may be accommodated." (The Declarations do not define "unrelated".)

The By-Laws of Brookshire Owner's Association further delineate the operation of Brookshire Condominiums.

It is now proposed to clarify and modify the By-Laws to stipulate certain aspects of the Association's unit rental policies. This measure is considered prudent in light of changes in the real estate purchase market. In general, the following considerations have been weighed in preparing this proposal and recommendation:

1. The ability to rent a unit may well be to the direct advantage of a particular owner at a particular time (for such circumstances as a temporary work transfer, medical, financial or family emergency, etc.) and may therefore be to the simultaneous, indirect advantage of the Association as a whole (particularly if renting a unit should be necessary to prevent an owner from serious financial distress).
2. On the other hand, failure to limit the total number of units which may be occupied by non-owner tenants instead of owners at any given point in time may well become a problem for would-be purchasers of other units that are for sale. (Lenders in certain instances, as noted above, may charge higher interest rates or even decline to finance the purchase of a unit in a condominium building or development considered to have too few owner-occupants and too many renters.)

3. In general, the Association does not wish to encourage the speculative, investment purchase of one or more units by non-resident owners who intend to rent their unit(s) to non-owner tenants rather than to occupy them as resident owners.
4. The Board of Directors finds the following points to be advantages of a policy to control the rental of units, generally: an improved quality of life for resident owners, a stable and improved fair market value for each unit as a result of high standards of maintenance and repair of all units, reliable cooperation and compliance by residents with Rules and Regulations and all associated policies governing the conduct of all residents regarding the Association's property, and a general continuity of residency by unit owners.
5. At the same time, the Association respects the fact that circumstances such as those listed above may make one or more unit rentals advantageous to individual unit owners and, indirectly, to the Association as a whole. In such cases, the Association, while cooperating with a unit owner who wishes to rent a unit, will take certain measures to guarantee the interests of the other resident owners, as well.

Therefore, it is proposed, pending the consent of the requisite 67% majority of the unit owners to add to the By-Laws of Brookshire Owner's Association, Inc, Section 6 to Article VIII, Obligations of the Unit Owners. See next page.

## Section 6- Leasing of Units

- (a) Any lease of a unit by a unit owner to a non-owner tenant must be pursuant to a form of written lease as consistent with Wisconsin state law and the provisions recommended by the Wisconsin Real Estate Board as of the date of the proposed lease;
- (b) Further, any proposed lease of a unit by a unit owner to a non-owner tenant shall include satisfactory personal references and relevant financial information for each and every proposed lessee (and/or co-signer to the lease)
- (c) Any proposed lease shall run for an initial term of not less than twelve (12) months and on the conditions of (i) occupancy by not more than four persons (not more than three of whom shall be unrelated) and (ii) garaging of not more than two vehicles; no subletting or assignment by a non-owner tenant to any third party shall be permitted;
- (d) All obligations and duties of the unit owner to the Association under the Association's documents and regulations will remain in force at all times during the term of the lease, including the payment of monthly maintenance fees, fines and assessments as if the unit owner were in occupancy of the unit;
- (e) All leases shall specifically obligate the tenants in residency to abide by the Declaration, these By-Laws and all rules and regulations promulgated thereunder and the Board of Directors shall have the right to enforce such rules and regulations directly against each tenant, at the cost and expense of the unit owner (including attorney fees and related expenses, all of which shall be payable by the unit owner to the Association in the same manner as regular or special condominium fees and shall constitute a lien against that unit if not timely paid), and to evict any tenant in residency for repeated violations of the Declaration, these By-Laws and/or any rule or regulation promulgated thereunder and each unit owner shall, by the execution of such lease, irrevocably constitute each member of the Board of Directors as his attorney-in-fact with full authority to execute any and all notices, pleadings and other documents as reasonably necessary and appropriate to enforce the aforementioned rights;
- (f) A unit owner who is renting their unit shall within 24 hours (excluding weekends and holidays) of having received a notice from the Association or their tenant(s) or their tenants(s) guest having violated a provision(s) of the Declaration, By-Laws and/or the Rules and

(f...cont) Regulations shall serve a “*5-Day Correct or Vacate Notice*” to their tenant(s) as allowed by Chapter 704 of the Wisconsin Statutes. This notice to the tenant(s) must be sent by ***Certified Mail, return receipt requested.*** A copy of this notice must be also sent to the Association by ***Certified Mail, return receipt requested.***

(g) A unit owner who is renting their unit shall within 24 hours (excluding weekends and holidays) of having received a second notice from the Association or their tenant(s) or their tenants(s) guest having violated a similar provision(s) of the Declaration, By-Laws and/or the Rules and Regulations shall, as allowed by Chapter 704 of the Wisconsin Statutes, serve a “*14-Day Notice to Vacate*” to their tenant(s). This notice to the tenant(s) must be sent by ***Certified Mail, return receipt requested.*** A copy of this notice must be also sent to the Association by ***Certified Mail, return receipt requested.***

(h) Each and every lease shall include the written acknowledgement of each and every lessee that the lessee(s) has/have been provided in advance with a copy of the Association Declaration, By-Laws and Rules and Regulations and that violations of any of the provisions thereof may be construed by the Association as violations of the lease agreement and that eviction proceedings against the lesser(s) for such violations may be undertaken either by the Association or by the unit owner as provided for by Wisconsin law;

(i) Each and every lease shall include the written acknowledgement of each unit owner who is a party to such proposed lease agreement that said unit owner, and NOT the Association, is entering into a landlord-tenant relationship as that term is defined and interpreted by Chapter 704 of the Wisconsin Statutes and ATCP 134 of the Wisconsin Administrative Code and, as such, agrees to abide by all federal, state and local laws, rules and regulations. Further, by entering into a landlord tenant relationship pursuant to a lease, the unit owner will thereby agree to indemnify and hold harmless the Association from any legal actions or claims of whatever nature arising from the landlord-tenant relationship between the unit owner and the tenant.

(j) A copy of the fully executed lease must be supplied to the Association prior to the tenant(s) moving in. The following information must be provided to the Association at the same time: full names of all tenant(s) per the lease, their telephone contact information, description and license numbers of all vehicles used by the tenant(s).

## BROOKSHIRE CONDOMINIUM ASSOCIATION

### GUIDELINES FOR OWNERS SEEKING TO RENT THEIR UNIT TO NON-OWNERS

Under the terms of the Association's Declaration, you will need to follow the steps indicated below in order to rent your unit.

■ Contact Ogden & Company, Inc., 1665 North Water Street, Milwaukee, WI 53202 (tel: 414-276-5285). Ogden will determine whether your unit may be rented under the provisions of the Association's Declaration, By-Laws and Rules and Regulations and, if so, provide you with the approved form of lease, together with applicant disclosure materials, that you will need to use with any renter(s). In general, no more than four persons (and up to two vehicles, to be kept garaged in the unit) may occupy a rented unit. A lease must be made for an initial term of at least 12-months, and the monthly rental must be at least equal to the monthly fees owing on the unit. No subletting is permitted. If you wish, at your own individual option and expense, the Board of Directors will consent to your using Ogden & Company, Inc. to locate a tenant or tenants and negotiate a lease that meets the Board's requirements.

■ As directed by Ogden, obtain written personal and financial references for each lessee to be named on the lease (and each co-signer, if any). Typically, this information will include a credit report and criminal background check for each such person. Provide that information to Ogden, who will communicate to the Board that the information was obtained. **Neither Ogden nor the Association nor the Board of Directors or any officer, member or employee thereof will take any responsibility for the timely collection of your rental payments from your approved lessee(s).**

■ **As the unit owner, you will remain personally responsible for payment of the monthly maintenance fee for your unit and any fees, assessments, special or otherwise, and/or any other amounts payable to the Association in connection with your unit during the period of any approved lease; failure to timely pay any such amount(s) will constitute a lien against your unit as provided in the Association's Declaration, By-Laws and/or Rules and Regulations.**

■ **Non-owner occupants are responsible for complying with all of the Association's rules and regulations on the same basis that they would be responsible if they were individual or joint owners of the unit instead of lessee(s).** See Sections 2(g) and (j) of the Declaration for your responsibility for costs and expenses in connection with your tenant's failure, if any, to comply with the Association's governing documents at any time during their residence in your unit. It is your responsibility, as the owner of the unit, to be sure that your tenant(s) has/have been furnished with an up-to-date Owner's Manual before they take up residency; they should be directed to raise any questions about the Manual's contents or any additional questions they may have with Ogden. They must insure that Ogden has their current contact information and the license plate information for the vehicle(s) to be garaged at the unit before they take occupancy of the unit. **Note that the Association, at your expense, is empowered to bring eviction actions against any tenant(s) considered to have violated one**

**or more uncorrected violations of governing Association Declaration, By-Laws and/or rules, regulations, etc.**

**DRAFT May 27, 2011; revised June 4, 2011; revised June 29, 2011; revised July 6, 2011, September 2011**



**BROOKSHIRES OWNER'S ASSOCIATION INC**  
**Rules and Regulations**  
**Kilns and other Hobbies**  
April 6<sup>th</sup> 2015

Page 1 of 1

**Kilns will not be allowed in any residence or within the Brookshire Owner's Association Property due to the fire hazard, toxic gases and materials and insurance risks. Other hobbies that use water are also not allowed because the association pays water utility bills.**

Due to the nature of shared units and the proximity of your neighbors; any hobby or activity that may adversely affect Brookshire Owners Association insurance, your neighbors insurance or health is not allowed. In addition and also covered throughout the declarations and by-laws is that any alteration of the exterior of a unit without Board approval or the excessive use or misuse of common elements or utilities is also not allowed. This is covered in the Declarations of Condominium Brookshire, A Condominiums in Article IX, Restrictions on Use, Occupancy, and Transfer paragraph 12, Acts Affecting Insurance.

Although kilns may be safe to operate in controlled industrial environments there are a number of issues that require a cause for concern. These reasons have determined our decision to reject any thoughts of having kilns on the Brookshire property.

**Kiln Safety/Insurance Concerns**

**I. Kiln Gases**

- A. Gases given off by kilns when firing can cause respiration problems. This is possibility is heightened if it is a reduction or salt firing.
- B. Carbon dioxide is given off during any fuel-burning firing. Overexposure leads to blood oxygen levels falling, a decrease in hearing and pulse rate, and a rise in blood pressure.
- C. Carbon monoxide is released during reduction firing. Exposure can lead to headache, dizziness, fatigue, and drowsiness. Carbon monoxide can be lethal.
- D. Sulfur dioxide can be released when firing soluble metal salts; it is a strong lung irritant.

**II. Risk From Materials**

- A. There are some materials that potters use that are poisonous.
- B. Besides toxic materials, there are other ceramic materials which are irritating to the lungs, nose, throat and eyes. Long-term exposure to pottery dust often has cumulative effects and can result in emphysema
  - a. Alumina: found in most clays and glazes.
  - b. Asbestos and refractory fiber blankets: shed invisible filaments and used for insulation and kiln mitts
  - c. Gum Arabic: used to make dry glaze coats less fragile on bisqueware before the glaze firing
  - d. Silica: always present in ceramic materials and accumulates in the lung tissue
  - e. Mica, muscovite, vermiculite, and lipidolite: may carry traces of asbestos and are serious lung irritants
  - f. Talc: used to minimize shrinkage, it acts similarly to silica

**III. Insurance**

- A. Insurance for the homeowner, their building neighbor and the association would either increase drastically or possibly not be approved because of the fire hazard and other issues.

**BROOKSHIRES OWNER'S ASSOCIATION INC**  
**Rules and Regulations**  
**Enforcement Procedures**  
January 31<sup>st</sup> 2013

Page 1 of 1

**I. Written Warning Letter**

- A. For a Unit Owner's first violation of or non-compliance with a specific By-Law, Rule, regulation covenant, condition or restriction will be sent via mail and certified letter.
- B. Owner will have 10 days to correct violation before fines would be assessed.
- C. If after 10 days the violation is not cleared, a penalty and enforcement fee will be levied against the Owner until the violation is cleared.

**II. Fines**

- A. The fine for a violation of any and all applicable laws, and the Condominium Declaration, Bylaws and Rules and Regulations shall be **\$50.00 per day**. Such fine is not a waiver of other remedies including actual damages and an injunction.
- B. If the Association retains legal counsel to aid in the enforcement of applicable laws and /or the Condominium's Declaration, Bylaws and/or Rules and Regulations. The Association shall be entitled to recover its expenses and attorney fees from the unit owner(s) responsible for the violation.
- C. Fines are due no later than thirty (30) days after fine is levied.
- D. Unpaid fines, expenses and attorney fees shall be a lien against the unit. The unit may be foreclosed upon as provided by law

**III. Action Other Enforcements**

- A. The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce a violation of any and all applicable laws, the Condominium's Declaration, Bylaws and Rules and Regulations, and the Enforcement of Procedures. The Association if successful in the law suit, shall recover such reasonable attorney fees as may be determined by the court.

**IV. Appeals**

- A. A unit owner may appeal any enforcement action employed by the Board of Directors, including fines, but not including arrearages of assessments, by writing a letter to the Management Company stating the reason for the appeal. This written appeal must be received by the Management Company within fourteen (14) days of the notice of the violation or the fine. The Board shall review the validity of enforcement and the remedy. The decision of the Board (by a majority vote) shall be conclusive. The unwritten lien on a unit occasioned by the fine shall not be suspended during the appeal.

**CHANGES TO RULES AND REGULATIONS**

Additions and changes to these Rules and Regulations as drafted and approved by the Board of Directors will be provided as the additions or changes are made. These changes are effective as of January 31<sup>st</sup> 2013.