



The Town Homes of Whitefish Bay Condominium

Rules and Regulations

This document is only one important document pertaining to our association. Unit owners are also responsible for reading and understanding the contents of our Bylaws and the Declaration.

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OWNER OCCUPANCY

The Townhomes of Whitefish Bay does not allow unit owners to rent their units as stated in Amendment Article 10.14.2 of the DECLARATION OF CONDOMINIUM.

COLLECTION POLICY

1. The regular monthly assessments are due on the first day of each month. When making an Association fee payment, please note your address on the bottom of the check IF YOUR CONDOMINIUM ADDRESS DOES NOT APPEAR ON YOUR CHECK. To avoid postal delays, you may drop your check in the backdoor mailbox at 4930 N Shoreland Ave. (subject to change). PLEASE PUT YOUR CHECK IN AN ENVELOPE WITH YOUR UNIT ADDRESS PRINTED ON THE FRONT.
2. Special assessments, as may be levied from time to time by the Board, 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 Owners informing them of the fines, penalties, or other charges.
4. All payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. 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 a unit owner's 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 statement is written in "red," 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. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.
8. A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a compound rate of 1.5% per month (18% per annum) until paid.
9. The basic collection system of the Board shall be as follows:
 - a. At 15 days past due, a board member or the property manager may call the delinquent owner;

- b. At 30 days past due, a past due notice may be sent;
- c. At 45 days past due, a second past due notice may be sent; and
- d. At 60 days past due, the matter may be referred to the attorney for collection.

10. An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

11. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and will not receive correspondence from the Board.

NOISE

Due to the nature of our dwellings, we must all realize that there is little insulation between the units to absorb noises. As such, the Association will recognize only the Village of Whitefish Bay's ordinance on noise. The Village ordinance states that there will be no excessive noises after 10 PM, or before 6 AM weekdays, 8 AM weekends. Excessive noises shall include, but are not limited to, loud music, musical instruments, television, radio, and power tools.

QUIET HOURS:

MONDAY THROUGH FRIDAY – BEGIN: 10:00 PM – END: 6:00 AM

SATURDAY AND SUNDAY – BEGIN: 10:00 PM – END 8:00 AM

All violations of the above guidelines should be reported to the Whitefish Bay Police Department (414 351-9900 non-emergency).

CONSTRUCTION APPROVAL

Plans for INTERIOR CONSTRUCTION must be submitted to the Board of Directors for approval regarding any improvements or alterations to ensure structural integrity. In addition, ALL APPROVED CONSTRUCTION MUST BE SUBMITTED TO THE VILLAGE OF WHITEFISH BAY FOR A BUILDING PERMIT. THERE ARE TO BE NO ELECTRICAL OR PLUMBING UPGRADES WITHOUT THE UNIT OWNER OBTAINING THE NECESSARY PERMIT(S) FROM THE VILLAGE OF WHITEFISH BAY.

No penetration/drilling into outside walls for decks or any venting, except bathroom venting is allowed through soffit (under roof overhang).

Any plans for DECKS, must be similar in design and dimensions to present decks constructed and unit owners wanting a deck must submit plans and have them approved by the Board of Directors. Decks cannot be attached to the building. The color must be clear sealed, the brown composite wood, or painted Shenandoah Taupe. Decks must be reasonably maintained.

GARAGE WALLS ARE NO LONGER ALLOWED as our garages are LIMITED COMMON AREAS and do not belong to the individual unit owners. In the past unit owners installed garage walls under a grandfathered rule. However, the rule has been rescinded.

EXTERIOR FRONT & BACK DOORS are to be flat with no panels and must be painted in the sandstone color. No windows are allowed in the front door. However, unit owners can have a window in their back door if it is single-paned and measures 20" wide by 24" in height.

STORM/SCREEN DOORS

Larson Mid Savannah Sandstone Mid-view wood core storm door model #830-80

WINDOW REPLACEMENT

Unit owners are encouraged to install replacement windows, but they must be the traditional double-hung window and the color is to match the paint color of the front and back doors.(Shenandoah Taupe) No bay windows are allowed.

COMMON ELEMENTS

REAR GARDENS: Along with common walls, we have common elements. These consist of the areas around the rear of each unit, the corners and sides of each unit and the front of each unit. Also included are the areas between the garages and on the ends of the garages. The only portion of the above-mentioned property that a unit owner can plant is directly outside of their rear entrance. HOWEVER, UNIT OWNERS WITH GARDENS ARE RESPONSIBLE TO KEEP THEM NEAT AND TIDY BY REGULAR WEEDING AND WATERING. (EVEN IF YOU DID NOT PLANT THE GARDEN, BUT BOUGHT YOUR UNIT WITH A GARDEN, YOU ARE RESPONSIBLE FOR ITS UPKEEP OR GRASS RESTORATION.) In this area you are not only allowed to plant, but the Association encourages planting there. All bushes and trees growing outside the REAR entrance may be trimmed by the unit owner or the Association.

ALL OTHER AREAS (triangular corner areas, between garages and front yards) are for everyone's enjoyment provided that no erection, thing or condition is created on common elements by any unit owner, their agents, tenants, servants and/or employees. Limited planting (with Board approval) is allowed in the triangular areas for the unit owners who have units bordering on these spaces. THESE AREAS, ONCE PLANTED, ARE TO BE MAINTAINED BY THE UNIT OWNER, OR RESTORED TO GRASS. WATERING IS ENCOURAGED, BUT NOT EXCESSIVELY AS TO CAUSE WATER SEEPING INTO BASEMENTS OR THE FLOODING OF DRIVEWAYS

The landscaping in front of each unit (berms and bushes planted directly in front of each unit) has been designed to maintain the uniformity of each unit. No other plants of any kind will be allowed in these areas. Anything planted in these areas may be removed by the Association.

No birdfeeders, window boxes, other decorative pieces, signs, or flags, other than the flag of the United States, are allowed in the front of each unit. All bikes, lawn furniture, tables and other such equipment must be removed from the front of each unit by 10:00 PM. Laundry is not allowed to be dried outside of a unit.

No signs except for a FOR SALE sign are allowed in the front of each unit. An additional exception to the No Signs rule is related to signs that support or oppose a candidate for public office or referendum question. Such signs may be displayed to public view from a unit window as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote. A total of two signs are allowed in the back of each unit. Signs must be professionally printed or printed on a computer. No sign can be larger than 22 inches wide by 8 ½ inches high which is half of the upper or lower portion of the windowpane.

A FLOWERPOT IS ALLOWED ON YOUR FRONT PORCH provided it is kept clean and does not interfere with the porch or walkway. Window boxes are allowed on the side and rear windows if they are not attached to the building and are well tended. WINDOW BOXES, HOOKS OR OTHER

DECORATIONS, ETC. ARE NOT ALLOWED IN THE FRONT COURTYARD WINDOWS OR ANY WHERE IN THE FRONT OF YOUR UNIT.

All bushes and trees in the front and sides of each unit, and between the garages, will be trimmed by the Association only. Any trimming of trees or bushes in these areas by a resident which results in the loss of the plant will be paid for by the responsible unit owner or resident.

SNOW REMOVAL

The driveways are cleared and salted by an outside contractor. All snowfalls in excess of two inches will be plowed. Unit owners or residents who rent parking spaces are responsible for moving their vehicles in a timely manner as stated in the Parking Space Rental Agreement (Appendix A).

Our snow removal service will clear and salt sidewalks and walkways. The porches and steps however, both front and rear, are the responsibility of each individual unit's owner. If not properly clear, the respective owner faces fines from the Village of Whitefish Bay and the possibility of having mail withheld by the Postal Service.

SPEED LIMIT

The speed limit on our property is 10 mph.

RECREATION AREAS

The Townhomes of Whitefish Bay does not discriminate against family activities. The Association realizes that people need recreation areas.

All ball playing shall be restricted to the back of each unit in the driveways and between the garages. Any damage resulting from activities will be the responsibility of the unit owner involved.

Roller skates, bikes, big wheels, tricycles, and skateboards are allowed on any sidewalk in the condominium area.

People may responsibly use the grassy front and rear areas, excluding the front berms and landscaping in the front of each unit.

ANIMALS

A license from the Village of Whitefish Bay must be obtained annually for all dogs and cats. In addition, the Village limits the number of cats or dogs per household to two.

Animals are allowed in the Townhomes of Whitefish Bay. Certain restrictions apply to animals residing in the condominium as listed below:

- 1) All animals, dogs and cats must be kept on leashes when outside.
- 2) All droppings from any animal must be picked up immediately by the owner.
- 3) All leashes, chains and equipment must be kept inside the condominium unit or garage of the owner.
- 4) NO ANIMAL, DOG OR CAT IS TO BE LEFT OUTSIDE UNATTENDED (TIED OR CHAINED ON A LEASH) AT ANY TIME.

If an animal is disturbing any of its neighbors, a written letter must be sent to the Board describing the disturbance. The Board will send a letter to the animal owner describing the problem. This shall be considered the first warning to the animal owner stating the problem. Upon a second written complaint, the animal owner will be sent a second letter, serving as a final warning. Upon a third complaint, along with the Board's decision, the animal owner will be requested to remove the animal from the premises.

GARBAGE

Garbage collection day for our condominium is every Tuesday. (Recycling occurs on every other Tuesday of the month.) Garbage containers should be moved outside of your garage no earlier than 8:00 PM Monday evening per Village regulations. Bins are to be placed far enough outside garage doors to enable the truck's mechanized arms to empty the bins effectively. Garbage cans and Recycling bins are to be put back into the garages on the same day the garbage is picked up by the Village. No garbage is to be put out or stored on the back porch. This practice encourages rodents to frequent the area. All garbage is to be stored in bags inside a covered village-issued garbage bin.

No food or seed is to be put out on the grounds of our condominium because it encourages rodents.

PARKING

All vehicles parked on the Townhomes' property overnight are to be in garages or designated parking spaces.

Street parking is available. Village ordinance prohibits overnight parking at any time between 3 a.m. and 5 a.m. without permission or by permit. To make overnight parking requests, residents and their guests may call (414) 962-3830 or go online at WFBVILLAGE.ORG.

To rent a parking space from, or release a space to, the Association, please send an email to TheTownhomesofWhitefishBay@gmail.com with the subject line "Parking Space Rental Agreement Request." Residents will complete the Parking Space Rental Agreement (See Appendix A). There is usually a waiting list for a parking space.

FIRE LANES

There should be no parking between the buildings, or in the back, unless parking in a designated parking space. A vehicle may be left standing for a period of active loading or unloading. The vehicle should be attended and ready to be moved if needed. Whitefish Bay PD enforces fire lane regulations. Residents are encouraged to call the non-emergency number regarding illegally parked vehicles on our property.

GARAGES AND GARAGE DOOR OPENERS

Maintenance or replacement of the garage door remote transmitter is the responsibility of the unit owner. Repair and maintenance of any other garage door mechanism (springs, tracks, etc.) is the responsibility of the Association. Garage doors are to be kept closed to discourage vermin and thieves.

INSURANCE RECOMMENDATIONS

The Board recommends unit owners have the following minimum coverage:

General Liability	\$ 500,000
Medical Expenses (any one person)	\$ 10,000
Building	\$ 50,000
Personal Property	\$ 25,000
Loss of Use	\$ 10,000

PLUMBING PROBLEMS

It is the unit owner's responsibility to call a plumber whenever there is a problem in their unit. Until the plumber comes to provide service, neither the unit owner nor the Association can determine if the problem is isolated to an individual unit or if the problem is more extensive. In the majority of cases, the plumber's bill will be paid by the unit owner as most problems only affect an individual's unit.

However, if the problem involves more than one unit, the affected unit owners should appoint a spokesperson. The spokesperson can then place the service call and work with the plumber when they arrive. If the plumber determines that the problem affects more than one unit, the Board will review the invoice to determine if the Association will pay the invoice.

ENFORCEMENT AND GRIEVANCE PROCEDURE

1. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

a. A WRITTEN WARNING for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

b. FIFTY DOLLARS (\$50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). 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 Documents.

d. Notwithstanding paragraphs (a-c) immediately above, FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation of the Condominium Documents, 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 Documents.
4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (e.g. if alterations are made that cannot be restored to their original state.)

2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

3. Attorney Fees

a. 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 Condominium Documents and advising the Board.

b. 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.

4. Any Unit Owner or resident who has been accused of violating the Condominium Documents 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.

5. GRIEVANCE COMMITTEE RULES AND PROCEDURES:

a. 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 of Directors of the Association.

b. 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.

c. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

e. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

1. A letter shall be sent by certified mail, return receipt requested, informing all parties:

a. Of the time, place and date of a hearing before the Grievance Committee.

b. Of the right to counsel.

c. That evidence shall be received and a record made whether or not the party complained against attends.

2. The hearing shall be divided into two (2) sections:

a. The hearing.

b. The determination and decision.

3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

4. 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.

5. 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.

6. 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.

7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

1. The award was procured by corruption, fraud or undue means;

2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

3. 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;

4. 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.

Appendix A

PARKING SPACE RENTAL AGREEMENT

- I. Parties.** This agreement dated on the ____ day of _____, 20____ by and between the Townhomes of Whitefish Bay with an email address of TheTownhomesofWhitefishBay@gmail.com, and a mailing address of P.O. Box 170941, in the village of Whitefish Bay, state of Wisconsin (Hereinafter known as the 'Lessor') and _____ with a email address of _____, telephone number _____, and mailing address of _____ in the village of Whitefish Bay, state of Wisconsin (Hereinafter known as the 'Lessee') for the parking space numbered _____.
- II. Term.** The term of this agreement shall begin on the ____ day of _____, 20____ and continue on a month-to-month basis. Termination may be made by either party with at least 30 days' written notice. All notices shall be sent to the parties' information in Section I.
- III. Rent.** The rental payment shall be due on the 1st day of every month in the amount of thirty-five dollars (\$35). Payment shall be delivered to the Lessor by the Lessee via check or money order. A late fee of \$25 will be assessed if not received by the 10th of the month. Delinquent payment of two months will terminate this agreement and Lessee must immediately vacate the parking space upon notice of termination from the Lessor. If Lessee fails to immediately vacate the space, Lessor may have the vehicle towed at Lessee's expense.
- IV. Subletting.** Lessee is not allowed to sublease (sublet) the space. Parking spaces do not belong to a specific unit and are not part of the rent or owner's agreement.
- V. Contact Information.** Lessee is required to keep up-to-date contact information on file with Lessor. Contact information will include both, a valid, verified email address, and telephone number.
- VI. Current Registration & Insurance.** Lessee may only use the space for vehicles that are up to date with all state and local registration. In addition, all vehicles must maintain current insurance that is legal under the state of registration.
- VII. Maintenance.** Lessee is required to keep the vehicle in good repair and free of hazardous leaks of oils or liquids. No repairs of any type are allowed in the parking space. If needed, vehicles must be towed to a location that allows such activities.
- VIII. Use of Space & Damage.** The use of the space may only be for the parking of a non-recreational vehicle that is owned/leased by the Lessee, or a resident of the Lessee's unit, and that fits entirely within the parking space and does not exceed the length of the painted lines. No storage of personal property is allowed in the space, including boats, motorcycles, trailers, and other recreational vehicles. Lessor is not liable for any damage done to or theft of the vehicle, or personal property taken from it. Lessee assumes all liability for vehicles parked in the assigned space.
- IX. Snow Removal.** Upon being notified by the board, Lessee will remove their vehicle from their parking space in order to facilitate timely snow removal. Failure to comply will incur a \$50 fine (first offense), \$100 fine (second offense), or \$150 dollar fine, removal of the vehicle, termination of this agreement and forfeiture of the space, and the vehicle may be towed at the Lessor's option, at Lessee's expense (third offense).
- X. Governing Law.** This agreement shall be governed under the laws in the State of Wisconsin.

This agreement was signed on the ____ day of _____, 20____.

Lessor's Signature

Lessee's Signature

Lessor's Printed Name

Lessee's Printed Name