

These Rules and Regulations shall be in effect as of January 1, 2026, and are subject to changes by the Board of Directors upon notification to the Association members.

ARBOR POINTE CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS¹

A. PREAMBLE

The Declaration of Arbor Pointe Condominium grants the Board of Directors of the Arbor Pointe Condominium Association, Inc. (the Association”), the authority to take certain actions on behalf of the Association. Consistent with that delegation the Board of Directors is empowered to establish Rules and Regulations in accordance with the Restated By-Laws of the Condominium Association (Section 6.01. Powers and Duties). The Owners of Units within the Association are likewise responsible for certain matters relating to the use, ownership, and maintenance of their Units.

Further, the Declaration of Condominium and the By-Laws of the Association (the “Condominium Documents”), and all village, state, and federal ordinances, are to be considered a part of these Rules and Regulations. These Rules and Regulations have been developed and approved by the Board of Directors of the Association, and published as of the date first written above, and are intended to provide clarification to the Condominium Documents.

First, by way of background, Article VI, Section 6.01 and 6.01(k) of the Restated Bylaws of the Association state:

6.01. Powers and Duties. All powers and duties of the Association under the Declaration, the Articles, the Restated Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Association and the personal conduct of any person on or with regard to Association property, including the imposition of charges for the use of Common Elements² and penalties for infractions of the rules and regulations of the Association, as well as rules and regulations governing Leases, parking, pet restrictions, and such other rules and regulations that are in accordance with the Declaration and the Bylaws. All such rules and regulations shall be maintained in a separate document entitled “Arbor Pointe Condominium Association, Inc. Rules and Regulations,” and shall be distributed to the Unit Owners and their tenants, if any, not less than thirty (30) days prior to the effective date of such rules and regulations. Unit Owners will need to acknowledge, in writing, the receipt of such rules and regulations. Such rules and regulations may also be adopted, amended, and repealed by the Unit

¹ Amended on 5-22-2024. Underlined passages are new. For a list of the original text and the changes, see the Addendum on p. 9.

² Elements: in some places in this document, the term “areas” is used in reference to “elements.” The two terms are synonymous.

Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, any (i) rule or regulation that is, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors.

To assist with understanding the Rules and Regulations as described in the Declaration and below, the following definitions and descriptions of responsibilities shall apply:

Individual Units shall be described as follows: Each Unit Owner, at his sole expense, shall be responsible for keeping the interior of his unit in good order, and in a clean and sanitary condition. Each unit owner must perform property or cause to be performed all maintenance and repair work to or within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners. Upon failure of the unit owner to maintain his unit, the Association may accomplish necessary repairs and maintenance and assess the respective unit owner for the costs and expenses thereof, after thirty (30) days written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within such thirty (30) day period. Without in any way limiting the foregoing, each unit owner will be responsible for the following:

All repairing, restoration, maintenance, and decorating of the Unit.

Maintenance, repair or replacement of any doors and windows (including replacement of broken glass), patio doors, garage doors, the interior of the garages, screens and screening; maintenance and repair of lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, and water softeners. Upon failure of the Unit Owner to do so, the Association may accomplish repairs and maintenance to the unit, as determined to be necessary by the Association, and assess the respective Unit Owner for the costs and expenses thereof, after thirty (30) days written notice to the Unit Owner giving the owner opportunity to perform the needed maintenance or repair within such thirty (30) day period.

If a Unit Owner or its tenant, makes any changes, including, but not limited to, alterations, modifications, additions, removal, or infliction of damage to Common Elements or Limited Common Elements without the prior express written approval of the Board of Directors, such Unit Owner shall be in violation of these Bylaws and the Rules and Regulations of the Association and shall be subject to enforcement and fines as set forth in this Article XI of the Bylaws and in these Rules and Regulations.

The Association is a "look alike" community, therefore, all Unit Owners are required to maintain the integrity of the appearance, and the uniformity of the design, color, and function, all Unit Owners must comply with the requirements contained within these Rules and Regulations.

Common Elements and Facilities shall be described as follows: The Association shall be responsible for the management and control of the common elements and facilities and limited common elements, and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual Unit Owners are responsible therefor as provided hereinafter with respect to limited common elements. The Association shall be responsible, at Association expense unless necessitated by the negligence or misuse of a Unit Owner, or the tenant, guest or agent of a Unit Owner, in which case such expense shall be charged and specially assessed to such Unit Owner, for accomplishment of the

following specific items of maintenance and repair with respect to the common elements; all cleaning, painting, repair, restoration and general maintenance of the common property; all maintenance, repair and restoration of roads, roadways, driveways, walkways, and parking areas; snow and ice removal from the roads, roadways, driveways, walkways, and parking areas; lawn care, landscaping, tree cutting, erosion control, and general care and maintenance of any plantings and shrubberies which may from time to time be located within the common elements; necessary care and maintenance of utility services and line within the common elements, including master television and communication cables, lines or antennae, and utility connection to mains.

Limited Common Elements shall be described as follows: Each Unit Owner, at his sole expense, shall be responsible for keeping the limited common elements appurtenant to his or her unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No permanent objects or structures shall be placed upon the limited common elements without the prior written consent of the Board of Directors or the Association.

Association Services. The Association may provide any service or maintenance requested by a Unit Owner or owners with respect to individual units or limited common elements that the Association is able and willing to provide or perform and shall specially assess such requesting owner or owners therefore.

B. RULES AND REGULATIONS.

The units and the common elements and facilities and limited common elements (herein sometimes called the “Commons”) shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, the Restated Bylaws, and the Rules and Regulations adopted by the Association, through its Board of Directors, from time to time, including the following:

a) **Residential Use.** No Unit Owner, lessee, tenant, or occupant (hereinafter referred to as “Resident”) shall occupy or use any Unit, or the common elements, or permit the same or any part thereof to be occupied or used, for any purpose other than residential purposes. No trade or business shall be conducted on the condominium property or from any unit as this property has been zoned for residential use only. An exception would be working remotely from home instead of physically going to a place of employment. In no instance shall a unit be designated as a place of employment or business headquarters, have employees, or have gatherings of employees for employment purposes.

b) **Non-Owner Occupancy.** Individual units in the Association shall not be used or occupied by any person or persons for a period of less than one hundred eighty (180) consecutive days, except with prior written approval of the Board of Directors of the Association. The intent of this provision is to prohibit business, transient or similar uses of the units which would involve multiple occupancies by different persons or groups or persons, including but not limited to Airbnb and VRBO type arrangements.

c) **Leases/Rental.** Owners of units in the Association may lease the unit, provided that in each instance the following terms and conditions are met:

1. The lease must be in writing, signed by the owner and tenant.
2. The lease must be for a period of no less than one hundred eighty (180) consecutive days.

3. The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, the By-Laws, and all Rules and Regulations of the Association.
4. Complete contact information regarding the tenant must be provided to the Board of Directors of the Association. Such information shall include the name(s) of the tenant(s), phone number(s), email address and length of rental period. In case of emergency, the Unit Owner will be contacted first, and then, the tenant will be contacted.

d) **Parking.** Each unit within the Association includes an enclosed parking garage which provides parking spaces for each unit. In addition, the units shall each be served by outdoor paved parking spaces located within the limited common elements of each unit. Residents and their guests shall park vehicles (1st) in garages, (2nd) on driveways, and (3rd) on paved out lots. Parking on the streets may be used as a last resort when paved out lots are not in close proximity. There will be no overnight parking on the streets within the Association during the winter months: November 15 to March 15. Residents and their guests shall use best efforts to move vehicles off of streets during snowstorms to allow for plowing. Roads shall be cleared first, driveways shall be cleared second, sidewalks and out lots shall be cleared last.

There shall be no obstruction of any common areas other than temporary parking of motor vehicles in the outdoor parking spaces. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere in the Association. Trailers, vans, trucks, campers, house trailers, boats, boat trailers, motorcycles, snowmobiles, shall not be stored, parked or placed outside. Overnight parking of seasonal trailer vehicles, i.e., campers, boat trailers, or snowmobile trailers are allowed for one night.

Enforcement and fines as described in Section y) below, shall apply.

e) **Garage Doors.** Garage doors shall be kept closed except for ingress and egress use.

f) **Storage of Vehicles.** No Resident shall cause or permit the common areas to be used in such a way as to deny others the full use of these common areas.

g) **Pet Restrictions.** Unit Owners shall have the right to have Pets in their Unit and upon the Common Elements. The number of Pets is limited to no more than two (excluding fish). For purposes of this rule, the term "Pet" shall be limited to a dog, or a cat and no Pet may be in excess of eighty (80) pounds at the time of the Pet's initial occupancy; unless an exception to the definition of Pet or an exception to the size limitation has been approved in writing by the Board of Directors. Any Unit Owner that desires to have a Pet or Pets in their Unit shall register their Pet with the Association, on a Pet registration form approved by the Board, which form shall at a minimum, request information of type of Pet, breed, description, weight and veterinarian provided verification of the Pet being up to date on all shots or inoculations. No Pet shall be allowed at large within the common areas and shall always be leashed and within the immediate control of a person when outside of any building. No Pet shall be left outside a unit unattended at any time, or on a stake or tether, whether in the ground or attached to any part of a building. All droppings must be picked up immediately and stored out of sight or disposed of by the person in control of a Pet. Weekly pickups of waste are not acceptable. Owners of Pets shall take reasonable precautions and efforts to prevent their Pet from being a nuisance or annoyance to other Unit Owners or occupants. Any damage to another Unit Owner's property or to common or limited common areas caused by a Pet shall be repaired or replaced promptly by the Pet owner after receiving notice of such damage by the Board of Directors.

- h) **Antennas and Satellite Dishes.** Antennas, satellite dishes, etc., must first be approved by the Board of Directors by submitting a written request or work order and shall not be attached to any part of the building, roof, or outside structure. Satellite dishes may be put in the bedded area, but the Resident must take responsibility to ensure no utility lines or buildings are damaged when installing this type of service. If approved in writing by the Board of Directors, a security deposit of \$100.00 is required to cover any repairs of holes or other damage upon removal. The balance of the security deposit, if any, shall be returned to the Unit Owner.
- i) **Cameras.** Installation of security cameras must first be approved by the Board of Directors prior to installation. If approved in writing by the Board of Directors, a security deposit of \$100.00 is required to cover any repairs of holes or other damage upon removal. The balance of the security deposit, if any, shall be returned to the Unit Owner.
- j) **Fences and Other Obstructions.** There shall be no fences, dividers, or obstructions of any kind to the Commons, except for what is already there and is in conformity with the original construction plans of the Association.
- k) **Signs.** No signs of any kind shall be displayed to the public view on or from any unit or the common or limited common areas without prior written consent from the Board of Directors. If a unit is for sale, a sign may be displayed from a window in the unit.
- l) **Alteration, Construction or Removal.** Nothing shall be altered or constructed in or removed from the building exteriors or the Commons, including plants and landscaping, except upon the prior written consent of the Board of Directors. A written request for landscape replacements must be submitted to the Board of Directors.
- m) **Landscaping in Common and Limited Common Areas.** All areas of the Commons where grass, shrubs, flowers and trees are planted, and mulch is laid, are maintained by the Association's landscaper. These areas are dictated by landscape plans submitted to the Village of Slinger at the start of the development to maintain a look-alike community. No one shall alter the plantings in the Commons by removing, replacing or planting trees, shrubs, flowers, plants, or mulch without making a written request to the Board of Directors, and receipt of prior written consent of the Board of Directors. Bedded areas shall not be makeshift patio or vegetable garden areas. Fences, edging or rock borders shall not be placed in bedded areas. Flowers may be planted by Residents in pots to be placed near that Resident's front entry door, deck, or patio, or next to their individual garage door on the blacktop on the grassy side for shared driveways. For Residents with their own driveway, pots may be placed on both sides. If Residents choose to plant vegetables in a pot, it must be placed on their deck or patio only. When potted plants are placed on upper balconies, please take care to contain water by using trays to collect excess water so that water isn't dripping onto the patio below. Planted pots shall be tended and cared for by Residents. If pots are left empty or unsightly, they must be removed and stored inside. Mulch may not be removed or added by Residents. All bedded areas will be maintained by the Association's landscaper.
- n) **Patios Decks and Balconies.** Patios, balconies, decks, and the area beneath decks are part of Limited Common Areas. Residents shall keep their patios, balconies, decks, and the area beneath decks in a clean and neat state. The area beneath decks are also not to be used for decorative lighting or the display of ornamental decorations. These areas are also not to be used for storage including, but not limited to, motorcycles, bicycles, toys, baby carriages, or wagons;

nor can they be used for the drying or airing of laundry, clothing, etc. This applies to all buildings in the Arbor Pointe Condominium Association, two and four unit buildings.

Residents may add items to their patio area as long as any such addition is solely contained within the patio area and must be completely moveable. Nothing may be added as a permanent fixture. For safety purposes, nothing may be hung on or from the railings of upper decks, or balconies such as flowerpots that sit on the railing. Any addition(s) outside of this section must be submitted to the Board of Directors for approval before any addition shall be made.

o) **Grills and Fire Pits.** All grilling by an Arbor Pointe Condominium Association member must be done at least ten (10) feet away from every building. No grills or grilling is allowed on or under balconies or decks. The National Fire Protection Association Fire Code (2012 edition), Section 10.11.6 Cooking Equipment, states, for other than one (1) and two (2) family dwellings no hibachi grill, or other similar devices used for cooking, heating or any other purpose shall be used or kindled on any balcony or deck, under any overhanging portion or within ten (10) feet of any structure. NOTE: Electric grills are not allowed on balconies. Grills and other devices used for cooking can be stored on concrete patios but need to be moved ten (10) feet away from the building when being used. If a fire pit or grill is seen being used in a garage, call the Slinger Police Department not the Arbor Pointe Board. Please see letter attached from the Slinger Fire Department. This applies to all buildings in the Arbor Pointe Condominium Association, two and four unit buildings.

Any violation of these requirements can also affect the Association's property insurance coverage. This will not be tolerated. If violations of this section are observed, they should be reported to the Slinger Police Department, not the Board.

p) **Decorations. Holiday.** Christmas is the only holiday when decorations are allowed in the common area that is directly around your unit. Prior to decorating, a basic plan must be submitted by any resident to the Board of Directors for approval.

Regarding four family units, where areas are shared and residents are in closer proximity, residents sharing the common area will be consulted before consent is given. All decorations must be taken down in a timely manner.

Decorations for all other legal holidays are allowed in front of the garage on the blacktop located on the grass side of your driveway for shared driveways or both sides for those with their own driveway, on your front entry stoop, or on your deck or patio.

Decorations. Personal. Personal items that can be seen from any unit, such as, but not limited to, solar lights, up lighting, wind chimes, ornamental statues, social flags, seasonal items, signs and fire pits are not permitted in the Common areas. No items may be hung from trees at any time.

A maximum of two black shepherd hooks per unit may be placed in the bedded area next to your deck or patio. If any complaints are received from neighbors about personal items in the back of the building, such as, but not limited to, wind chimes, the board will notify the unit owner of the complaint. Adjustments will need to be discussed and submitted to the Board for approval.

Decorations. Flags. One American flag may be mounted on the building with the prior consent of the Board of Directors. Sport flags may be displayed during the season, not in the Common

bedded areas. Only one sport flag at a time may be displayed. All other flags must be on patios or decks with written consent of the Board of Directors.

q) **Noxious Activity/Mutual Quiet Enjoyment.** Each Resident shall have the right to use their unit in accordance with the Condominium Documents, these Rules and Regulations, and applicable by law, free from unreasonable interference, with the peaceful possession and operation thereof. No noxious or offensive activity shall be carried on in the common or limited common areas, nor shall anything be done in any units which may be or become an annoyance or nuisance to others, especially between the hours of 11 p.m. to 7 a.m.

r) **Basketball Hoops.** Portable basketball hoops are permitted at the Resident's sole responsibility for any and all damage to common or limited common areas, to neighboring property and/or any personal injury. Basketball hoops must be ten (10) feet from the road and placed on the Resident's side of driveways on the grass. Once the basketball hoop is removed, Resident may be charged for lawn repair if necessary. When a driveway is shared, adjacent resident must give written approval. During winter months, basketball hoops must be stored inside the unit or off site.

s) **Rummage Sales.** No rummage sales are to be held anywhere on the Association property.

t) **Fireworks.** No fireworks of any kind are allowed anywhere on the Association property at any time. A \$200 fine per occurrence shall apply.

u) **Speed Limit.** The speed limit is twenty-five (25) miles per hour on all roads within the Association. This is for the safety of all of the Residents of the Association and their guests.

v) **Maintenance Fees.** Monthly HOA fees are due by the fifth (5th) of each month. A late fee of \$25 may be applied if the maintenance fee is not received by the Association by the fifteenth (15th) of each month. Each month, the late fee will increase by \$25. For example: Month 1: \$25. Month 2: \$50 (total \$75). Month 3: \$75 (total \$150). Please contact the Board of Directors if there are extenuating circumstances.

w) **Interference with Workers.** Residents shall not interfere with workers/contractors on the Association property. A written warning will be issued. After that, the owner/renter/tenant with continued interference, will receive a fine.

x) **Garbage Containers.** Garbage and recyclable containers can be put out at 3:00 p.m. or after on the day prior to scheduled pickup and must be returned to the garage within twelve (12) hours of the garbage pickup. Garbage containers at the curb must be secured in a manner to prevent garbage, recyclables, or other litter from blowing around. Otherwise, garbage and recyclable containers must be kept within the garage.

y) **Exterior Light Fixtures.** All exterior light fixtures and bulbs are supplied and maintained by the Association. Send an email request to arborpointe@easyhoa.email for bulb replacement.

z) **Conflict and Enforcement.** The above Rules and Regulations, and those which may be hereafter adopted by the Association, are in addition to the Association's Declaration, the Condominium Documents, and in the event of a conflict, the Declaration shall govern.

The foregoing Rules and Regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Board deems necessary and appropriate, including

recourse to civil authorities, court action if necessary, and monetary fines of not less than \$50.00 per violation to be charged and assessed by the Association against the owners of units who violate or whose tenants or unit occupants violate such rules and regulations. Such fines shall be uniformly levied and shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore. Notice of a violation shall be given to the unit owner in the following manner: For a first violation, the Unit Owner shall receive a Written Warning and have ten (10) days from the date of the warning to correct the violation or make reasonable arrangements with the Board of Directors. If not corrected in ten (10) days, the Unit Owner shall be issued a second Written Warning and be given three (3) days to correct the violation and failure to do so shall result in a fine. Should the Unit Owner repeat the same violation at a later date, the Unit Owner shall be subject to an immediate fine. All Written Warnings and fines issued shall be documented in the records of the Association. Notices and fines shall be delivered by the Association by mail addressed to the Unit Owner at the address contained in the records of the Association. Payment shall be due within thirty (30) days. All violations must be corrected within a reasonable timeframe as agreed to by the Board of Directors.