

Rules and Regulations

MEADOWBROOK VILLAGE CONDOMINIUM ASSOCIATION

Order: Y2HXL3PXC

Address: bl18W20521 meadowbrook villa unit 1

Order Date: 09-10-2020

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Meadowbrook Village Condominium Association, Inc.
RULES AND REGULATIONS
Effective: December 1, 2018

Article IX of the Bylaws of the Meadowbrook Village Condominium Association gives the Board of Directors of the Association authority to create and amend rules and regulations for the use, repair, and maintenance of the units and common elements

This document does not replace the bound book of Condominium Declarations and Bylaws, which you received upon purchase of your home. You are encouraged to read and understand those documents thoroughly.

Updated pages for this document will be distributed as necessary from time to time when changes are made to any of this material. As you receive updated pages, please insert them in this document as instructed. If you sell your unit, this document along with the Condominium Declarations and Bylaws should be passed on to the new owner.

Rule changes effective 12/1/2018 include:

Wording updates throughout, based on attorney recommendation

Discrimination and Harassment Policy – 1a, 1b, 1c, 1d & 1e added

Animals – 2a updated, 2g deleted – weight limits removed.

Exterior Decorations – 2e,f, g updated – number of pots & etc. removed.

Late payment policy removed from R&Rs – contained in By-Laws.

Replacement Flooring – 4 added

Leasing of Condominiums – 10d &g deleted

Recreational Facility – 18i

Pool Area – 22d

Spa – 22f, 22g

Clubhouse rental – 23 f, h, i updated – cleaning requirements after rental, pool not rentable.

If you're unsure about the application of any of the rules and regulations or if you observe a violation, please contact the Association Manager through email or at the following address.

Meadowbrook Village Condominium Association, Inc.

Hunt Management
10520 N Baehr Rd Suite Q
Mequon, WI 53092
Phone (262) 238-1480

1. **DISCRIMINATION AND HARASSMENT POLICY.** Meadowbrook Village Home Owners Association (HOA) prohibits discrimination and Quid Pro Quo or hostile environment harassment of any person based on race, color, religion, national origin, sex, disability, familial status or any other protective class as defined by FHA or HUD by unit owners/renters and their guests, board members, employees, management personnel, and third-party personnel contracted for work on behalf of the association.

- a. Quid Pro Quo harassment refers to an unwelcome request or demand to engage in conduct, made a condition related to providing services or facilities. Quid Pro Quo harassment may also arise when a person's access to services or facilities is interfered with because of a failure to submit to demands.
- b. Hostile environment harassment refers to unwelcome conduct that is sufficiently severe or pervasive as to interfere with the providing of or enjoyment of services or facilities by intimidation, threats, coercion, thus interfering with housing and living.
- c. Persons who have felt they were subjected to discrimination and/or harassment should report the incident to the property manager as soon as possible by email or letter. The property manager will notify the Board by email as soon as possible that a complaint was received. Board action will follow rule 15: Enforcement of rules and regulations. If the discriminating/harassing person is a third party employee, the property manager will contact the employer and request the employee leave the property immediately.
- d. The Board will consider requests from unit owners with disabilities for reasonable accommodations to a rule, policy, practice or service that maybe necessary for a person with a disability to have an equal opportunity to use and enjoy their unit and common and limited common areas.
- e. The Board will consider requests from unit owners who are disabled for reasonable modifications to interior and exteriors of units and to common and limited common areas. The modification must be reasonable and necessary and have a relationship to the person's disability. If approved, the person requesting a modification is responsible for the cost of the modification.

2. **ANIMALS.** Except as provided below, no animal, livestock, reptiles, poultry or birds of any kind will be bred, raised, or kept anywhere within the condominium Property.

- a. Owner(s)/Occupant(s) may keep one or two (2) dogs within their unit. No aggressive breeds are permitted, including but not limited to Pit Bull (American Staffordshire Terrier and other names), Rottweiler, Akita, and Chow. Owners are responsible for any damage done to their unit and common and limited common areas by their dog(s).
- b. Unit owners may keep one or two domestic cats. Unit owners may keep fish, canaries or parakeets.

- c. All animals must be housed indoors. When outdoors, must be kept on a hand-held leash. Animals may not be staked anywhere on the Property. Animals are not permitted in the Clubhouse, Tennis Courts, or the Pool Area.
- d. No animal will be permitted that is a noise nuisance or causes other unreasonable disturbances or safety concerns.
- e. All dogs must be licensed as required by the City of Pewaukee.
- f. Animal excrement must be removed immediately upon occurrence and disposed of properly by the owner or occupant of the unit in which the Animal resides. Proper disposal means sealed in an airtight waterproof bag and placed in the unit owner's garbage.

2. **EXTERIOR DECORATIONS.** Residents may not alter the landscaping, except as stipulated below. Flowers, flower pots, hanging baskets, flower boxes and decorative accessories on patios, porches or decks must be removed and stored before October 31. Exceptions to the Exterior Decoration Rule require prior written consent from the Board of Directors. Residents may:

- a. Plant annual flowers in the mulched space adjacent to their porch or patio and the sidewalk adjacent to their unit. The resident must water the flowers during the growing season and remove the flowers and repair the mulch at the end of the season.
- b. Hang accessories or decorations from their deck if that accessory or decoration does not infringe on the lower unit patio or otherwise interfere with any other residents' enjoyment of their indoor or outdoor areas.
- c. Install solar yard lighting fixtures in mulched areas adjacent to their unit. Lighting of any type is not permitted in grass that is mowed by the association's landscaping company.
- d. Place potted plants on their porch, patio or deck.
- e. Place hanging flower baskets on their patio.
- f. Place flower boxes on deck railings.
- g. Decorate for holidays on their porch, patio or deck. Holiday decorations may be on display for up to 14 consecutive days between January 15 and November 15. Between November 16 and January 14, holiday decorations may be on display for a maximum of 60 days. Holiday decorations must not infringe on any other residents' enjoyment of their indoor or outdoor areas. Noise making, excessively bright lights or overly elaborate holiday decorations are not permitted.

3. **INSUFFICIENT FUNDS.** Any check or EFT that is returned for insufficient funds will result in an automatic \$25 fine to the owner.

4. FLOORING REPLACEMENT. Replacement of flooring in B or F unit with any material other than carpet is not permitted without prior written approval from the Board of Directors, except in the bath or utility rooms. A sub-layer of noise reducing material must be placed underneath the replacement flooring to reduce noise to the lower unit.

5. PARKING. Residents, visitors and unit owners must follow all restrictions regarding vehicle parking within the Property.

- a. A maximum of one vehicle can be parked directly outside of an A, B or C unit garage door. A maximum of two vehicles can be parked directly outside of a D, E, F or G unit garage door. The common area between garage doors is for temporary loading or unloading, or for leaving trash outside for weekly pick-up.
- b. Park on Paved Areas. Parking is permitted on paved surfaces intended for vehicular traffic and subject to restrictions set forth below, Vehicle parking (fully or partially) on the grass, on landscaped areas, on other unpaved surfaces or on walkways is prohibited.
- c. Obstructions. No vehicle will be parked in such a way as to limit or obstruct access to common element roadways, another unit owner's driveway or any mail station.
- d. Parking at Clubhouse. Guests may park during daytime hours near the Clubhouse. The Association may grant parking permits for limited periods of time to allow overnight parking for guests, renters and unit owners near the Clubhouse.
- e. Recreation Vehicles and Trailers. Recreation vehicles and trailers (including but not limited to camping, utility or travel trailers, pickup truck mounted campers, motorhomes of any size or boats) may not be parked in common areas. Exception: parking overnight for the maximum of one night is allowed in front of the unit garage, in preparation for a trip or for cleaning the vehicle.
- f. Commercial Vehicles. Commercial vehicles defined as any vehicle displaying signage or business logos and/or which is outfitted to be used in a business or trade may not be parked in common areas. Exceptions: Automobiles, passenger vans or sport utility vehicles that are used both for business and family transportation. Commercial trucks of any size are not permitted.
- g. Winter Parking Regulation. City of Pewaukee winter parking regulations are in effect on Fieldhack Drive and Milkweed Lane from November 1 - April 1.
- h. Snow Removal Obstruction. If a vehicle is parked in a roadway or unit driveway during a snowstorm and prevents the plowing contractor from properly clearing the area, the unit owner will be responsible for clearing the entire area or for the cost of plowing if another trip is required by the plowing contractor.

- i. Other Recreation Vehicles. Other recreation vehicles may not be used on any common area, within the Property. For purposes of this rule, other recreation vehicles include but are not limited to:
 - i. Three or four wheel all-terrain vehicles (ATV'S)
 - ii. Snowmobiles (except in cases of extreme winter weather conditions when emergency travel is necessary and no other means of transportation is practical or safe)
 - iii. Off road motorcycles, unless licensed for street use, and then only on paved areas for general transportation
- j. Recreation Equipment. Bicycles, scooters, skateboards, inline skates are not permitted on any unpaved portions of the common areas. Sports equipment and children's toys must be put indoors when not in use. They may not be kept in the common areas overnight. When in use, recreation and sporting equipment must not be placed on any common area in such a way as to be an obstruction or hindrance to pedestrian or vehicular traffic.
- k. Violation of parking rules will be subject to a fine per occurrence. Parking violations may also result in having the vehicle towed at the owner's expense.

6. VEHICLE MAINTENANCE, REPAIRS, AND STORAGE. Routine vehicle maintenance and repairs may not be performed on any common area. An exception is made in situations when emergency repairs are required to render a vehicle operable. Vehicle washing is not considered maintenance and is permitted. Storage of any unlicensed, inoperative, or junk vehicles is not permitted in any common area.

7. "FOR SALE" AND "FOR RENT" SIGNS. "For Sale" or "For Rent" signs may not be displayed anywhere in the development (including within any condominium unit" except as permitted below:

- a. A unit owner may display two "For Sale" signs about a bona fide open house being conducted to sell the condominium. The sign may be displayed only during the open house. The sign can be no larger than 2-ft x 2-ft. A sign may be displayed in the unit window or within 10 feet of the front door of the unit. A sign may be placed at the entrance to the complex at Fieldhack Drive and Meadowgrass Circle. An owner may not hold more than one open house per week and an open house may not last more than six hours.

8. DECKS, PATIOS AND PORCHES. Patios and decks may not be used for storage, including but not limited to the storage of motorcycles, baby carriages, bicycles, wagons, lawn ornaments or other items, or for the airing or drying of laundry, carpet, rugs or other items.

9. LEASING OF CONDOMINIUMS. A unit owner must provide the Board of Directors, or its designee, with tenant contact information and a copy of the fully executed lease and lease extension. The Board of Directors may charge a fee for the preparation, photocopying, record

keeping and distribution of leases and lease extensions. To preserve and enhance the value of the Association, the rental of any unit owner's unit will be subject to the Association's Rules and Regulations governing rentals. These Rules and Regulations regarding rentals include but are not limited to:

- a. All rentals will be governed by an approved lease and will incorporate by reference all Rules and Regulations, By-Laws and Condominium Declaration ("Condominium Documents") pertaining to the Association. The tenant agrees to abide and comply with all statutes and Condominium Documents per state statutes;
- b. A lease cannot be for a period of less than six (6) months and may be for any rental amount determined by the unit owner;
- c. Failure of tenant to comply with the lease or Condominium Documents will result in a breach of the lease AND subject the tenant to receive a 30-day notice detailing any violation of the lease or Condominium Documents. The unit owner will be liable for its tenant's violation and any damage caused by the tenant to Association property by its tenant, subject to the provisions of Section 703.24 Wis. Stat.;
- d. The Association can commence an eviction action against the tenant who fails to comply with the Condominium Documents per state statutes;
- e. Each unit owner is responsible for the collection of rent, management of its unit, as well as all actions of its tenants and compliance with the Condominium Documents, subject to the provisions of Section 703.24 Wis. Stat.

10. **PUBLIC SOCIAL ACTIVITIES.** Rummage sales, garage sales or any type of social activity open to the public will not be permitted without prior written approval by the Board of Directors. To receive approval from the Board, a written request must be provided to the Association Manager at least 14 days prior to the event. In conjunction with the above referenced events, signs will not be permitted on the common areas unless the unit owner receives prior written approval from the Board of Directors.

11. **CHANGE OF OWNERSHIP.** Prior to the closing on the sale of a condominium unit, the seller will complete a Registration Form for the transfer of the unit and submit it to the Association Manager along with an administrative fee of one hundred dollars (\$100) payable to Meadowbrook Village Condominium Association.

12. **ASSOCIATION FEES:** Unit owners are urged to pay assessments by Electronic Funds Transfer (EFT).

13. **OUTSIDE COOKING GRILLS.** City of Pewaukee ordinances prohibit the use of grills within 10 feet of a flammable surface. Consequently, the use of grills is prohibited on decks, patios, porches and in garages. Grills may not be left in common areas. Grills may be stored on patios, but not decks.

14. SATELLITE DISHES. Installation of a satellite dish must be approved by the Board prior to placement. The unit owner must submit to the Association Manager a plan of where the dish will be installed and who will be doing the installation. Satellite Dishes require prior written approval of the Board. The unit owner bears the full cost of the dish and any maintenance of it. The dish is to be installed by a licensed contractor. There can be no alteration to the building or common element. In the event the homeowner or the tenant moves or cancels the service, the dish and mounting device must be removed.

15. NOISE AND DISTURBANCES, Residents and visitors must recognize that living in a high-density community carries a responsibility to be considerate of others.

- a. No resident will make or permit to be made noise that will disturb or annoy other residents or visitors.
- b. No resident will do or permit to be done anything that interferes with the rights, safety, comfort, convenience or quiet enjoyment of other residents or visitors.
- c. Residents and visitors must abide by the City of Pewaukee noise and nuisance ordinances (City of Pewaukee Municipal Code, Chapter 6.04, and Chapters 7.01 and 7.02 respectively).

16. ENFORCEMENT OF RULES AND REGULATIONS. The Bylaws give the Board of Directors authority to enforce the Rules and Regulations by such means as are appropriate including recourse to civil authorities, court action and monetary fines. Violations of rules must be brought to the attention of the Association Manager in writing or a phone call. The Association Manager will review violations with the Board of Directors at any time including the next regularly scheduled Board Meeting. Violations will be resolved as follows:

- a. The Association Manager, by direction of a majority (i.e. 3 of 5) of the Board members, will send a letter and / or an email to notify the resident and / or unit owner that there is a rule violation. The notification will provide a description of the violation, and cite the specific rule that was violated. The unit owner and/ or resident will be given a stated period (i.e. one day, five days depending on the violation) to correct the violation. The expectation is that unit owners and / or residents will take immediate action to remediate violations of Rules and Regulations.
- b. Continuing and repeat violations will be addressed as follows:
 - i. The unit owner or tenant must fully correct the violation and conform to the rules and regulations within the stated period. The Board or the Association Manager has the authority to confirm remediation. The Board can immediately assess a fine of \$25 per day for the next seven (7) days of continued violation. After seven days of continued violation, the unit owner or tenant will be assessed a fine of \$100 per day, until the violation is remediated. Each day a rule, bylaw or declaration provision is violated the Board may assess a fine.

- ii. If the violation is remediated but occurs again in the future, the first subsequent violation of the same rule will result in assessment of a \$100 fine. For each subsequent violation, the fine will be increased by \$100 per violation, up to \$500 per violation.
- iii. In addition to the fines stated above, rule violations that involve the Clubhouse, Tennis Courts, or Pool Area may result in temporary suspension of Tennis Courts, Clubhouse and Pool Area privileges.
- c. If the Association retains an attorney to collect any funds due, enforce any rule, bring a claim against a homeowner or defend any claim or allegation by a unit owner or tenant, including any counterclaim, the Association will be entitled to collect from the unit owner or tenant all its costs and expenses, including reasonable attorney fees.

17. GRIEVANCE PROCEDURES, unit owners and tenants have the right to appeal a fine assessed for a rule violation as follows:

- a. The unit owner or tenant must submit a request to the Board of Directors in writing stating the specific reasons why a fine should not be assessed for the violation. Such requests should be sent to the Association Manager. Payment of any fine may be delayed until a final decision is made by the Board or Grievance Committee if the decision of the Board is properly appealed.
- b. The Board of Directors, in closed session at its next regularly scheduled meeting will consider the request and hear arguments. The Board will then either vote to uphold, adjust or rescind the fine. A simple majority of the Directors present will be sufficient to uphold or rescind the fine, provided a quorum is present.
- c. If the Board of Directors adjusts or upholds the fine, the losing party may request in writing a hearing before a Grievance Committee. The committee will consist of three (3) individuals who own and live at the Association or in a condominium near Meadowbrook Village. The individuals on the committee must not be involved directly in the dispute. A member of the Board will act as chairperson. The chairperson will not vote or take any action to influence the decision of the committee. The party requesting the hearing must pay \$150 to form the committee. If the committee rules in favor of the party requesting the hearing, \$75 of the fee will be returned to that person or entity.
- d. The chairperson will schedule the hearing for a date, time and location mutually agreeable to the committee, although a party may request a different date and time. Committee members and the parties will be notified by letter of the hearing date, time and location at least five (5) days prior to the hearing.
- e. At the hearing, the complaining party will present first and then the party accused of the violation will present and finally the complaining party shall have the opportunity to respond. The Committee will then excuse the parties, consider

each side's position, and make a decision whether to uphold, adjust or rescind the fine.

- f. The decision by the Board of Directors shall be final unless a Grievance Committee is properly requested. The decision of the Grievance Committee will be final.
- g. If the complaining party fails to appear at the hearing, the fine and violation will be dismissed. If the alleged violating party fails to appear at the hearing, the complaining party must still present its position to the Grievance Committee, which will then render its decision.

18. RECREATIONAL FACILITIES

- a. The Clubhouse is defined as the facility that includes the kitchen, offices, locker rooms, and Exercise Room. Some areas of the Clubhouse are restricted to authorized persons only.
- b. Guests are permitted in the Clubhouse only if accompanied by a resident or unit owner, who is responsible for their actions.
- c. Smoking is prohibited in the Clubhouse. Smoking is only permitted outside the front entrance using appropriate receptacles to dispose of smoking materials.
- d. Unit owners and residents are responsible for keeping all doors and windows closed while air-conditioning and heating systems are in operation.
- e. Parking is limited to the spaces designated near the Clubhouse.
- f. Activities of 10 persons or less are permitted without a reservation fee. However, these meetings must be reserved with the Association Manager. These events are not to interfere with the daily use of the facilities or previously scheduled reservations.
- g. The Association is not responsible for lost or stolen articles.
- h. Noise level must be at an acceptable level, per City of Pewaukee ordinance.
- i. Each unit will be issued only one key card for the front door entrance. Only the front entrance is to be used to access the Clubhouse. The side entrance is for emergency exit only.
- j. Close all windows and lock all doors after use.
- k. Animals are not permitted in the Clubhouse.

19. EXERCISE ROOM RULES

- a. Use equipment at your own risk.

- b. Wipe down equipment after use.
- c. Report damage of any equipment to the Association Manager.

20. TENNIS COURT RULES

- a. Courts are open during daylight hours, as weather permits.
- b. Residents or unit owners must be in attendance with guests on the court.
- c. Tennis shoes only on the court.
- d. If a resident's "Tennis Club" is formed, the Club will have priority for tournament play.
- e. Animals are not permitted on the Tennis Courts.
- f. Report any damage to the nets, windscreen, fencing, etc., to the Association Manager.

21. POOL AREA RULES. Rules are posted in the Pool Area regarding hours and activities.

- a. The Pool Area is defined as the swimming pool, the pool deck, the fence surrounding the pool deck and the spa.
- b. The Pool Area is open between sunrise and sunset, except during periodic cleaning. Access to the Pool Area is through the Clubhouse.
- c. The Pool Area season is Memorial Day weekend through Labor Day weekend. The Board of Directors may modify the season. No one is permitted in the Pool Area during the off-season.
- d. Residents or unit owners must accompany their guests while they are in the Pool Area. Up to six (6) guests per unit are permitted in the Pool Area at one time.
- e. No lifeguard is on duty. Swim at your own risk.
- f. Running, diving, glass, gum, tobacco products and animals are prohibited in the Pool Area. Swim suits/trunks are required when using the pool for all ages.
- g. Any person suffering from incontinence issues are permitted in the pool with leak proof under garments. Regular disposable or cloth diapers are not acceptable.
- h. Animals are not permitted in the Pool Area.

22. SPA RULES

- a. All posted Pool Area rules apply.

- b. For safety reasons, we recommend not using the spa alone. Use spa at your own risk.
- c. Elderly persons, persons suffering from heart disease, diabetes, high or low blood pressure, and persons under the influence of alcohol or drugs should not use the spa.
- d. Pregnant women should consult their physician regarding spa usage.
- e. Lengthy exposure may be hazardous to your health and may result in nausea, dizziness or fainting.
- f. Children under age six (6) are not allowed in the spa.
- g. Spa capacity is six (6) persons.
- h. Spa hours are the same as Pool Area hours.
- i. **USE THE SPA AT YOUR OWN RISK. USE OF THE SPA FOR EXTENDED PERIODS (which will vary by person) CAN CAUSE SEVERE MEDICAL ISSUES.**

23. CLUBHOUSE RESERVATION RULES

- a. To make a reservation for a private function at the Clubhouse, sign a Clubhouse Reservation Agreement, and mail it with the rental fee (\$50) and security deposit (\$150) to the Association Manager. Payment must be received no less than two (2) weeks prior to the reserved event. Write two (2) separate checks — one for \$50, the other for \$150. The security deposit check will be held until final inspection of the Clubhouse
- b. The Clubhouse may be reserved for specifically assigned hours as stated in the Clubhouse Reservation Agreement (including set-up and cleanup times) for private functions. The unit owner must be in attendance and is responsible for securing the Clubhouse following the completion of the function.
- c. Reservation dates are not secure until the Clubhouse Reservation Agreement with the rental fee and the security deposit has been received.
- d. Failure to cancel within thirty (30) days of the reserved event will result in forfeiture of the \$50 rental fee.
- e. The security deposit will be returned within twenty-one (21) days after the reserved event, unless there are charges due. An outline showing specific charges will accompany the return of any remaining security deposit. Any charges assessed more than the security deposit will be due upon demand. If not received, these excess charges will be assessed on the next monthly installment of the association dues.

- f. Clubhouse and restrooms must be cleaned by 9:00 AM the day after the event. Cleaning includes vacuuming the carpets, removing garbage and recyclables, cleaning the kitchen and removing leftover food and beverages from the refrigerator. If not, the cost of cleaning these areas will be deducted from the security deposit.
- g. The Pool Area, tennis court and exercise room will remain accessible to all Meadowbrook Village residents and unit owners during the time the Clubhouse is reserved.
- h. Clubhouse rental does not include the Pool Area nor can the Pool Area be rented for a private party.
- i. Report damage including carpet stains to the Association Manager within 24 hours after the rental period.
- j. All functions in the Clubhouse are limited to maximum of 50 persons.