

CEDAR GABLE ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

CEDAR GABLES ASSOCIATION, INC

This document is part of the larger set of “Governing Documents” which is comprised of a series of legally binding documents that are affiliated with your ownership of a condominium unit within Cedar Gables Association, Inc. These rules are to be considered along with the rest of the Governing Documents to fully understand the operations, expectations, and policies of the Association.

AMENDED AND RESTATED RULES & REGULATIONS

effective 12/1/2023

Conduct

The initial section of this policy is meant to clearly acknowledge that the members of Cedar Gables have a long history of being quite neighborly and accommodating. With our changing times, written policies of conduct are becoming common place and the following policy is being incorporated as an industry standard.

Unit Owners and residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants; or management, its agents, its employees, or vendors.

Harassing behavior will include any unwelcome contact and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees or vendors; the Board, or other Association residents. Harassing behavior will also include physical and/or abusive actions – including defamation, threats, insults, profanity, and obscenities – as well as cyber actions (spreading malicious content and accusations on the internet).

For the purpose of this rule, “excessive” is defined as more than two (2) contacts; either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern. If a question has been asked and answered and is still being asked, that will be construed as excessive.

If there is more than one concern to address, they should be handled in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. Once a determination has been made, a response will be provided by the Board or management company.

Interference with any contracted vendor performing work at the direction of the Board or the Management Company is not permitted. Nor is interference or disruption at any meeting of the Association.

Fences

Installation of new fences is not permitted. The only exception to this rule is that the Board may approve installation of a small privacy fence that separates the yard area of adjoining units. This privacy fence may not exceed 8’ in height and may not extend further than the patio. Any fences that are not properly

maintained and/or fall into a state of disrepair may be required to be removed within 30 days, upon written notice by the Board of Directors.

Garages

Garage doors must be kept closed when not being actively used for ingress/egress.

Insurance Claims & Deductibles

In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss originates in more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board – in its sole discretion – among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board's decision on the allocation of the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. a unit owner leaves a window open in the winter and a common pipe freezes and bursts) and may allocate the deductible based on any such negligence.

Late Fees

Any charge that is not paid in full by its due date will be assessed a \$25 late fee.

Modifications / Improvements / Construction

Any work being done in or to the exterior of your unit requires prior application to and written approval from the Board of Directors.

As a courtesy to your neighbors, construction that can be heard from outside of your unit is limited to the hours of 7am and 8pm Monday through Saturday.

Nothing may be placed or stored in the common areas or limited common areas without the written permission of the Board of Directors. This includes dumpsters, port-a-potties, construction materials, equipment, etc.

Parking

Parking on both sides of the street is not permitted in locations where doing so may interfere with easy passage of two lanes of traffic. Overnight parking in the roads is prohibited in the by-laws of the Association.

Parking in front of mailboxes is prohibited at all times.

All vehicles belonging to residents of a unit must be parked inside the garage when not in use.

No vehicle may be parked overnight in a driveway unless all parking spaces within the appurtenant garage are also fully occupied by vehicles.

Storage of personal property (other than a vehicle) may not be the cause for a vehicle being parked in the driveway that would otherwise fit in the garage.

“Private Vehicles” as referenced elsewhere in the Association’s governing documents will be interpreted to mean personal and/or non-commercial. Any vehicle that displays the name of a business, displays contact information, or is outfitted for commercial equipment (i.e. ladder racks) will not be considered a personal or private vehicle.

“Overnight” parking is considered to be between the hours of 1:00am and 5:00am. Any vehicle parking in a location where “overnight parking” is prohibited during these hours will be considered in violation of the policy.

Payment of Dues

Monthly dues are due on the 10th of each month.

Pets

Pets must be kept on leash that is in direct control of a responsible person when in the common areas (i.e. no staking/tying out a pet).

All pet waste must be immediately picked up of and properly disposed of.

Roofs

All roof and gutter replacements require prior application to and written approval from the Board of Directors. This application must be accompanied by a completed copy of the Association’s roofing checklist – which is available through your owner portal or by calling our property management company.

1. Asphalt Shingles must be used at the time of complete shingle replacement. New cedar shake roofs are no longer permitted.
 - a. Only GAF Timberline shingles as approved by the Board of Directors may be used, which are currently as follows:
 - i. Timberline Ultra HD (preferred)
 - ii. Timberline HD (acceptable)
 - b. The permitted shingle colors are currently Weathered Wood or Pewter Gray – depending on the color of your building.
2. To obtain GAF’s roof system warranty, the installer must be either a GAF Certified Installer or GAF Master Elite Installer. The installer must meet GAF’s material and installation requirements to acquire the warranty and register it to the unit owner.
3. All roof replacements must include adequate ventilation which must be shown on the application paperwork. This may require modified or additional means of ventilation.

If you are treating an existing cedar shake roof, application of any material that will change its natural color is not permitted. Use of any coating/application on existing cedar shakes will also require prior application to and written approval from the Board of Directors.

Speed Limit

Within the Association, there is a speed limit of 15mph.

Trash & Recycling

Trash & recycling bins must be stored indoors. For pickup, bins may be set out no earlier than 6:00pm the evening prior and must be placed back inside on the same day of pickup.

Violations

Violations may be reported by any member of the Association. In order for the reported violation to be addressed by the Board all of the following information must be provided in writing:

1. Citation of the policy that was violated
2. Name & address of the unit in violation
3. Name and address of person reporting the violation
4. Location that violation occurred
5. Date & time violation occurred
6. Has the violation ended or is it ongoing?
7. Full description of what occurred
8. Documentation supporting your claim

All information should be sent to the Association's property manager to be included in the Board's next meeting agenda.

Wildlife

The feeding of wildlife is prohibited within Cedar Gables. The only exception to this rule is that songbirds may be fed from an elevated feeder specifically designed for this use, which is not accessible to deer.

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ENFORCEMENT POLICY

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

1. 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.
2. 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.
3. ONE HUNDRED DOLLARS (\$100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
4. Notwithstanding item (1-3) 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:
 - a. The violation is in direct defiance of a previous mandate from the Board of Directors.
 - b. The violation was malicious in its intent.
 - c. The violation is evidence of a pattern of the resident's or Unit Owner's noncompliance with the Condominium Documents.
 - d. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (i.e. if alterations are made that cannot be restored to their original state.)

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

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.

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.

APPEAL PROCESS

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.

GRIEVANCE COMMITTEE RULES AND PROCEDURES:

1. 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, nor a relative of one.
2. 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.
3. A majority vote of the Committee will determine the action and decisions of the Committee.
4. Members of the Committee must not be directly involved in the specific dispute at hand.
5. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 - a. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - i. Of the time, place and date of a hearing before the Grievance Committee.
 - ii. Of the right to counsel.
 - iii. That evidence shall be received and a record made whether or not the party complained against attends.
 - b. The hearing shall be divided into two (2) sections:
 - i. The hearing.
 1. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

2. 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.
 3. 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.
 4. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- ii. The determination and decision.
1. 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.
 2. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
 - a. The award was procured by corruption, fraud or undue means;
 - b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 - c. 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.
 - d. 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.



Date: 01/24/2024

Subject: Cedar Gables: New Standard for Window Replacement, effective immediately

Hello Cedar Gables Members -

At the January 2024 meeting of the Board of Directors, the following resolution was passed:

Moving forward, the Board will not approve any "window inserts" for the replacement of street-facing windows. Instead, only full replacements will be approved to better keep adjoined units in aesthetic harmony.

While the Board recognizes that inserts can be a cost-effective alternative to full replacement, they are not viable in all instances which will lead to noticeable variation down the road.

Thank you for your understanding and support of the standards of Cedar Gables.

Sincerely,

Kristine Depies
Property Manager

Temporary Canopy and Tent Use Policy

Residents may erect temporary canopies or tents in limited common spaces for personal use (e.g., for events and gatherings). However, before setup, residents must submit an application to do work and receive approval from the Board.

Once approved, such structures must not remain in place for more than 72 consecutive hours. After this period, the canopy or tent must be fully removed from the property.

Failure to comply with this policy may result in removal of the structure by the Association and/or fines as outlined in the Association's Rules and Regulations..



A Community Presence

May 20, 2025

Dear Homeowners of Cedar Gables,

In 2023 our annual insurance premium was \$39,243.00. When we were up for renewal in October of 2023, we were unable to find an insurance company to quote us due to our numerous cedar roofs. Arden did provide us with a quote through their excess carrier of \$108,557, which we had no other option than to accept. We were also informed by our agent that Arden could possibly drop us the following year due to the cedar shakes or increase our premium even higher. Facing this daunting outlook the Board decided to require all cedar roofs be changed to composite shingles. In June of 2024 we were able to find an insurance company to provide us with a much lower annual premium of \$52,931 if we follow through with our roof replacement commitment. We were able to cancel the remaining Arden policy term and then switch over to CAU coverage taking us to June 2025.

Our efforts as a community to change our roofs and remove many tree limbs and trees away from our roofs have paid off. CAU has now quoted us a renewal premium somewhat higher than last year's premium, but Arden quoted a lower premium of \$47,393 which the Board has accepted. In order to qualify for this premium Arden requires Cedar Gables to adopt the following changes which the Board has deemed reasonable and acceptable.

1. All cedar shake roofs must be replaced with asphalt shingles. This has already been completed.
2. Charcoal grills are not allowed anywhere. Grills of any kind are not allowed on balconies.
3. Wood-burning fireplaces and stoves and chimneys must be cleaned and maintained on a regular basis.

The approved rules are as follows:

1. Grill Usage Policy

Charcoal grills are strictly prohibited anywhere within the association property. Additionally, propane and gas grills are not allowed on any balconies. These restrictions align with local fire safety regulations and are intended to reduce the risk of accidental fires.

2. Fireplace and Wood Stove Maintenance

All unit owners with wood-burning fireplaces or stoves must ensure these are cleaned and maintained regularly. Proper upkeep—including chimney cleaning and inspections—is vital to prevent potential fire hazards. Owners may be asked to provide proof of maintenance if requested by the Association.

Should you like any additional information, please feel free to contact our office at 262-238-1480 or melissa@huntmanagement.com

Sincerely,

Melissa Lebron

Hunt Management Incorporated, AAMC

10520 N. Baehr Road, Suite Q
Mequon, WI 53092
Phone: 262-238-1480 Ext 117



A Community Presence

June 16, 2026

Re: Rules and Regulations

Dear Cedar Gables Owners,

According to Article V, Section 5.2 of the By-Laws, the Board of Directors from time to time may adopt rules and regulations governing the operations, maintenance and use of the units and the common areas and facilities by the unit owners. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration, By-Laws.

The new rules were adopted on May 18th, 2026, and on June 15th, 2026, and they will go into effect immediately. Please insert this new set of Rules at the end of your Governing Documents binder.

Below are the changes:

RULES VIOLATION(S) FINES AND PROCEDURES

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

VIOLATIONS:

- (1) **A WRITTEN WARNING (without a fine) for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, at the sole discretion of the Board, a member of the Board may attempt to contact the offending party to explain the violation, hear any mitigating circumstances giving rise to the violation, and explain the need that all residents and Unit Owners comply with the Condominium Documents. The warning letter shall inform the unit owner and resident of any assessment of fines after expiration of a cure period (if any), as applicable. Fines shall be assessed as set forth hereunder in this rule.



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- (2) **TWENTY-FIVE DOLLARS (\$25.00)** per day will be the fine for an ongoing violation for which a written warning has been given under A (1), where such violation remains uncured after the expiration of the cure period (if any) stated in the written warning. For avoidance of doubt, this fine shall also constitute the late fee applicable to delinquent (more than 30 days late) monthly common charges/assessments payable to the Association.
- (3) **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for a second violation within a 12-month period of the Condominium Documents (excluding ongoing violations under paragraph (2) immediately above).
- (4) **TWO HUNDRED DOLLARS (\$200.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents within a 12-month period (excluding ongoing violations under paragraph (2) immediately above). After the first 12-month period the cycle will start over again with the \$100.00 fine.
- (5) Notwithstanding paragraphs (1-4) 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:
 - a. The violation is in direct defiance of a previous mandate from the Board of Directors.
 - b. The violation was malicious in its intent.
 - c. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 - d. The violation is of such 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.)*



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LIEN FOR UNPAID COMMON EXPENSES, UNPAID FINES AND DAMAGES:

- (1) Where the unpaid cumulative amount of violations in any 12-month period exceeds **TWO THOUSAND DOLLARS** (\$2,000.00) and payment is delinquent for more than 60 days, a statement of condominium lien may be filed with the clerk of the Circuit Court for Ozaukee County and the Association may avail of all remedies provided under the Condominium Documents and WI STAT section 703.165 (2024).

ATTORNEY FEES:

- (1) The Board may also assess a Unit Owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
- (2) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Unit Owner or defend any claim or allegation by a Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Unit Owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**
- (3) 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.



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GRIEVANCE COMMITTEE RULES AND PROCEDURES:

- (1) The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board, not more than one of whom may be a current Board member or officer.
- (2) 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.
- (3) For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- (4) Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- (5) Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows: 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.
- (6) The hearing shall be divided into two (2) sections:
 - a. The hearing.
 - b. The determination and decision.
- (7) The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
- (8) 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.
- (9) 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.
- (10) The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.



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(11) The decision of the Grievance Committee is final and binding.

The remedies and procedures set forth in the Rules and Regulations are not exclusive and the Board may, in addition to or instead of the remedies and procedures specified in the Rules and Regulations, take any action or utilize any procedure provided or allowed by applicable law, the Declaration, or the Bylaws. Any and all actual attorney fees and costs of enforcement and collection shall be assessed to the account of the offending unit owner at the time they are incurred.

Non-Sufficient Funds

Any check returned to the Association due to non-sufficient funds (NSF) will result in the assessment of a \$25.00 NSF fee to the owner. This fee is in addition to any outstanding balance and must be paid promptly to bring the account current.

Trash & Recycling

Trash & recycling bins must be stored indoors at all times except during designated collection periods. Bins may be placed outside no earlier than 24 hours prior to scheduled pickup and must be returned indoors on the same day as collection. Failure to comply may result in enforcement action by the Association.

Please contact me if you have any questions.

Thank you.

Hunt Management Incorporated, AAMC
Management Company for
Cedar Gables Condominium Association, Ltd.

Angie Rosploch

Angie Rosploch, CMCA, AMS
Property Manager

Enclosures