

Bridlewood Condominium

RULES & REGULATIONS OF BRIDLEWOOD CONDOMINIUM ASSOCIATION, INC.

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BRIDLEWOOD CONDOMINIUM ASSOCIATION, INC.**

The following rules and regulations are adopted by the Board of Directors of Bridlewood Condominium Association, Inc., for the purpose of assuring that the Condominium is operated in an efficient and orderly manner to create a pleasant living environment.

**ARTICLE I
GENERAL**

1.01 Applicability to All Residents. All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units and their guests, families, invitees, and tenants.

1.02 Definitions. All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Bridlewood (the "Declaration").

1.03 Vacant Units, Access. If a Unit is to be vacant for 30 days or more, the Unit owner must (a) inform the Board and/or property manager in advance of the vacancy of the name and contact information of a local person who has a key to the unit in the event access is needed; and (b) have that local keyholder check on the unit on a regular basis during the vacancy.

1.04 Winter heating. Whether occupied or vacant, all units shall be heated to at least 60 degrees Fahrenheit during the winter months.

**ARTICLE II
ASSESSMENT AND ASSESSMENT COLLECTION**

2.01 The regular monthly assessments, as and for the payment of common expenses as determined by the Board pursuant to Article 7 Section 2 of the By-Laws of Bridlewood Condominium Inc., are due on or before the first day of each month. Any

assessment or installment not paid within ten (10) days of its due date shall be delinquent and subject to a fine as determined by the Board pursuant to Article 7 Section 2 of the By-laws of Bridlewood Condominium Inc.

2.02 Special assessments, as levied from time to time by the Board, and/or the installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit owners informing of the levied special assessment pursuant to Article 5 Section 3 (2) (i) of the By-laws of Bridlewood Condominium Inc. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and subject to a fine as determined by the Board pursuant to Article 7 Section 2 of the Bylaws of Bridlewood Condominium Inc.

2.03 Payments tendered with future dates (postdated) are not allowed and will not be accepted by the Association. The actual date of the Association's receipt of a payment shall control whether payment was made timely. Any costs incurred by the Association as a result of the return of a unit owner's payment due to insufficient funds, or other similar reason, shall immediately be assessed to the Unit owner's account and therefore against the Unit owner's unit, until such costs are reimbursed to the Association by the Unit owner, provided that the cost shall not be less than \$50.00. No statement of "payment in full," "accord and satisfaction," or similar notation on or accompanying any payment shall be binding on the Association.

2.04 An automatic assessment of \$50.00 shall be made to a Unit owner's account, and therefore, against the Unit owner's unit in the event any assessment whether regular or special, whether an installment or otherwise, is not received by the association by the tenth (10) day after its due date. This automatic additional assessment shall be made upon each failure by the Unit owner to remit good and timely payment of any assessment or installment thereof.

2.05 The Management company and/or Association treasurer shall provide the Unit owner with written notice of each automatic additional assessment and the resulting balance owed by the Unit owner. The Management company and/or Association treasurer's failure to provide said notice and/or the Unit owner's failure to receive said notice shall NOT affect, in any fashion, the imposition of such automatic additional assessment. The resulting new balance owed by the Unit owner must be paid in full within ten (10) calendar days of the date on which the automatic additional assessment was made pursuant to Section 2.04 above, to prevent further and/or additional collection procedures.

2.06 The unit owner's right to be recognized and heard at all meetings of the Association, whether member's meetings or open Board of Director's meetings, shall automatically be suspended upon the Unit owner's failure to pay any resulting new balance owed by the Unit owner, in full, on or before the date due, as determined in Section 2.05 above. Such suspension shall remain in effect until any and all moneys owed, as provided herein, are paid in full.

2.07 An automatic additional assessment of \$100.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit owner's account, shall be made to the Unit owner's account and therefore, against the Unit owner's unit in the event the Unit owner fails to remit, in full, by the due date any resulting balances owed pursuant to Section 2.05 above. The Management company and/or Association treasurer shall NOT be required to notify the Unit owner of the imposition of said automatic additional assessment.

2.08 Upon the assessment of the amount stated in Section 2.07 above, the Management company and/or Association treasurer shall immediately refer the delinquent Unit owner's account to legal counsel for the Association. Said legal counsel shall cause a Statement of Condominium Lien to be filed against the Unit owner's unit, (or other such method of collection so advise by legal counsel) securing all amount then owed to the Association and all amounts permitted under the laws of the State of Wisconsin, the Declaration of Condominium, the Association By-Laws, and these Rules and Regulations. As permitted by the Declaration or Bylaws said filing of Lien or other legal recourse will be made at the direction of the Board of Directors but may be signed by either a director or the management company representative. Once the Unit owner's account has been referred to legal counsel, all payments of the Unit owner's account must be submitted to such legal counsel for proper application of same. In the event a Unit owner submits to said legal counsel a payment which is thereafter returned due to insufficient funds, or other similar reason, the Unit owner's account and, therefore the Unit owner's unit, shall be automatically assessed \$100.00 as and for additional costs incurred by the Association in consulting with legal counsel to recalculate and adjust the Unit owner's account. Upon the assessment as provided herein, the Unit owners right to vote at all meetings of the Association, whether member meetings or open Board of Directors meetings shall automatically be suspended. Such suspension shall remain in effect until any and all moneys owed, as provided herein, are paid in full.

2.09 An automatic second additional assessment of \$160.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit owner's account, shall be made to a Unit owner's account, and therefore, against the Unit owner's unit upon the commencement of litigation against the Unit owner for the collection of any

amount owed to the Association. All costs incurred by the Association's legal counsel or advanced by the Association, with respect to prosecuting said litigation, including, but not limited to lien filing fees, court costs, post judgment supplemental costs and interest, shall be automatically assessed to the Unit owner's account and therefore, against the Unit owner's unit.

2.10 Upon the Association's referral of a Unit owner's account to legal counsel for collection, the balance owed by the Unit owner, together with all subsequent accruing and/or additional assessments, shall incur interest at the rate of eighteen percent (18%) per annum (or the highest legal limit allowed at such time, whichever is less), until the Unit owner's account is paid in full. Said interest shall relate back to and commence from the date on which the oldest owed assessment became due. All payments upon a Unit owner's account shall first be applied to the interest accrued, if any, and then to assessments in the order in which they were assessed.

2.11 In the event the Association utilizes the services of a professional management company to which Assessments are remitted by the Unit owners or which is otherwise responsible for accounting of paid and unpaid assessments or notifying the Unit owners of the balance of Unit owner's account or the enforcement of any provisions of the Declaration, By-Laws and/or these Rules and Regulations, all requirements or duties of the Association Directors and/or Officers shall be the requirements or duties of the management company so retained by the Association.

ARTICLE III USE RESTRICTIONS

3.01 Residential Use. No unit owner shall occupy or use his/her unit or the Limited Common Elements appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests. If a unit is not leased as allowed in Section 3.02 below, the unit must be owner occupied. No trade or business shall be conducted on the condominium property or from any unit with the exception of businesses which do not produce traffic, i.e., computers, etc. and have obtained approval of the Board of Directors of the Association, as well as compliance with the local ordinance.

3.02 Leasing Restrictions. All units are subject to the following leasing restrictions

- a. An owner of a unit must occupy the unit for at least one (1) year before the unit is eligible for leasing

- b. Only 5% of the units shall be allowed to be leased at any given time (the "Leasing Limit")
- c. Hardship exceptions as set forth in Article 9, Section 2, ii of the By-laws. Hardships include, but are not limited to, deployment, death of spouse, caring for loved one
- d. Any unit owner (title holder of property) that chooses not to occupy the property as their primary residence must provide a copy of the lease, disclose the names of all tenants, email address of all tenants, phone number of all tenants, vehicle(s) make & model, vehicle(s) license plate number, number and kind of pets.
- e. Sub-leases are not allowed.
- f. An exception to the Leasing Limit and Owner Occupancy requirement is granted to the units being rented at the time of adoption of the amended and restated By-Laws (the "Grandfathered Units"). When a Grandfathered unit is sold, conveyed or title otherwise transferred, or the Unit is removed from the rental program the unit will no longer be Grandfathered and will be subject to the leasing limits and owner occupancy requirements. Once a unit is no longer Grandfathered, it will not be eligible again for leasing until a place becomes available within the leasing limit.

3.03 Animals. No reptiles, rodents or uncaged birds shall be permitted within the Condominium. Animals may be permitted subject to such restrictions set forth by the City of Hartford ordinances. Unit owners may keep no more than two (2) animals per unit; provided, however, that:

- a. The following list of breeds are not allowed unless the dog is registered as an emotional support or service dog. If the dog is registered as an emotional support or service dog evidence must be provided.
 - i. Pitbull
 - ii. Staffordshire Terriers
 - iii. Rottweilers
 - iv. German Shepherds
 - v. Presa Canarios
 - vi. Chows Chows
 - vii. Doberman Pinschers
 - viii. Akitas
 - ix. Wolf-hybrids
 - x. Mastiffs
 - xi. Cane Corsos
 - xii. Great Danes
 - xiii. Alaskan Malamutes
 - xiv. Siberian Huskies
- b. The animal is not permitted on any of the Common Elements while unattended or unleashed.

- c. The individual attending the animal immediately disposes of any and all of the animal's solid waste in a manner prescribed by the Association
- d. The owner of the animal complies with such rules of animal ownership as may be promulgated by the Association
- e. The animal must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein, or otherwise violates the terms of this Section or rules promulgated under #d of this section
- f. Any and all costs of repairing damage caused by an animal shall be borne by its owner
- g. Any owner failing to comply with this Section shall be subject to a monthly animal fee in compliance with Article 9, Section 2 of the By-laws
- h. Upon purchase of a new pet, owners are requested to notify Ogden to provide the following descriptive information...pet name, size, color, breed and license number.

3.04 Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements and facilities, except upon the written consent of the Board of Directors of the Association.

3.05 Damage to Common Elements. Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

3.06 Maintenance of Unit. Each Unit owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender. The owner of each Unit shall at its cost: (a) perform routine maintenance, repair and replacement of all the components or installations within or used by the unit so that the same are in good condition, including but not limited to, all utility lines and installations, the heating and air conditioning system for the Unit, the radon mitigation system for the Unit, if any (for those two-Unit buildings that share a radon mitigation system, any needed maintenance, repair, and replacement shall be performed cooperatively by the affected Unit Owners with the cost shared equally between the two. If there is a dispute between the two Unit Owners related to the radon mitigation system, the dispute should be brought to the Board who will resolve the dispute in its sole discretion), fixtures, appliances, interior surfaces of the perimeter walls of the Unit and all other walls within the Unit, flooring and ceilings, windows, window frames and doors and door frames, including all glass and locks in windows and doors; (b) paint and decorate all walls and

surface areas of the Unit; (c) bear the financial responsibility for the repair and replacement any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests, invitees or tenants or any other occupants of the Unit; (d) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security; and (e) keep the patios, decks or balconies, if any, appurtenant to the Units in a clean and neat condition, clear of snow, ice and water. The Association is responsible for performing all other maintenance, repair, and replacement of patios, decks and balconies as needed at the discretion of the Board, and the cost of the same may be assessed to the Unit Owner to whose Unit the maintenance, repairs, or replacement is appurtenant. The deck/balconies shall be stained with Pittsburgh Paramount Stain with the color of Rustic Cedar. With respect to vents that only serve a single Unit, the Association shall be responsible for maintaining, repairing, and replacing the exterior-facing vent cover, but all other maintenance, repair, or replacement needed with respect to the vent is the responsibility of the Unit Owner. If repairs to Common Elements are required as a result of a Unit owner's actions as set forth in (a) - (e) herein, the Association shall have the right and obligation to repair such Common Element, but shall levy an assessment against the responsible Unit owner for all costs incurred therefor in excess of any insurance proceeds received and applicable thereto

3.07 Obstructions in the Common Elements. No owner shall cause or permit the Common Elements to be used as to deny others the full use of the Common Elements.

3.08 Noxious Activity. No use or practice shall be allowed on the Condominium, which is immoral, improper or offensive in the opinion of the Board of Directors or which is in violation of the By-Laws or Rules and Regulations of the Association

3.09 Noise, Music, Noxious Activity. Please be courteous to your neighbors regarding noise and music. No noxious or offensive activity shall be carried on/in any unit or in the commons nor shall anything be done therein which may be or become an annoyance or nuisance to others.

3.10 Storage. The Board of Directors of the Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

3.11 Waste. Accumulation of waste, litter, excess or unused building materials or trash is prohibited, and garbage containers shall be situated only in designated areas.

3.12 Block Parties. No block parties can be held without the consent of the Association. If you are having a large party, please notify the Board of Directors of the Association with the date/time/place.

3.13 Garage Sales and Estate Sales. Any sale that creates outside traffic to enter the Condominium Association is prohibited.

3.14 Clubhouse Rules.

- a. The Clubhouse is for the use of all Bridlewood owners. Please be respectful of other residents by cleaning up after yourself.
- b. Clubhouse hours are 6:00 am – 12:00 am
- c. Clubhouse capacity is limited to 89 people in the Gathering room and 37 people in the Billiard room.
- d. Clubhouse rentals are available for a fee. See Rental Agreement, Rental Checklist and Rental Process documents. The resident and/or owner must remain with the party at all times and the will be responsible for the actions of the guests.
- e. Rental of the Clubhouse DOES NOT include the Pool or Fitness Center, and are off limits to guests during the rental period. The Pool, Fitness Center and Restrooms will remain open to other Bridlewood owners during a rental.
- f. Clubhouse front and back door should be locked at all times, except during an event.
- g. Residents who reserve the clubhouse must clean or make arrangement to have it cleaned after the commencement of the rental period. A vacuum, broom and mop are located in the closet near the billiard room for your use.
- h. There is no garbage pickup at the Clubhouse; please take any garbage/recyclables with you for disposal.
- i. Tables and chairs are available for your use while in the clubhouse; the are located in the coatroom and closet near the library.
- j. All doors and windows must be closed and locked, lights, fans, TV and stove/oven turned off when leaving
- k. Furniture must be put back in its original configuration
- l. Live music and loud excessive noise is prohibited
- m. Thermostats within the clubhouse are not to be tampered with by residents or guests.
- n. Vaping or smoking withing the clubhouse is prohibited
- o. No residents may operate a business out of the clubhouse or use the clubhouse for business appointments
- p. No underage drinking is permitted in the clubhouse
- q. No wet suits or towels in the Clubhouse.

r. Clubhouse is not to be used as entrance to pool.

3.15 Pool Rules. In addition to the rules posted at the pool, all people in the pool area must abide by the following rules.

- a. Pool hours are 9:00 am to Dusk
- b. There is NO Lifeguard on duty at any time. All users may swim at their own risk.
- c. NO glass in pool area
- d. Drinks, food, or gum are NOT allowed in the pool or within 12 feet from the edge of the pool.
- e. The gate to the pool area must be closed at all times, and locked by the last person to leave the pool area.
- f. All unit owners must have their own pool key
- g. There are no garbage cans; please take any garbage with you for disposal
- h. If restroom is needed, use the outside pool bathroom (same key as clubhouse). No wet suits or towels in the clubhouse
- i. Please limit your guests to a reasonable number, in consideration and respect of other owners.
- j. Crank down sun umbrellas when you are finished using them
- k. Swim diapers are required for all children who wear diapers
- l. Clubhouse rental does not include pool area.
- m. Smoking, vaping or using any form of tobacco is prohibited in the pool area.
- n. Pets and animals are prohibited in the pool area

3.16 Fitness Center Rules

- a. Fitness Center hours are 6:00am to 12:00 am
- b. The Fitness Center door should be closed and locked at all times
- c. Please wipe down all equipment before and after use. It is essential that this area remain clean and sanitized after each use.

ARTICLE IV APPEARANCE

4.01 Landscaping. See Addendum A

4.02 Decorations

- a. **Door Decorations.** Door decorations are permitted and should be in good taste. Displayed door ornaments should not display a negative or derogatory message (may include but not limited to greets, seasonal, holiday, other ornaments). To minimize damage to the doors, over the door hangers or magnetic hooks are permissible. Permanent mounting into or onto the exterior of the door is prohibited.
- b. **Outdoor decorations.** Outdoor decorations on decks/porches should be done tastefully and displayed/removed on a timely basis. Any lighting displays should be lit only during the appropriate holiday season (i.e., no Christmas lights turned on after 2nd week in January). Lights on bushes/trees are allowed. Minimal lighting in these areas would be acceptable. Spotlights are not allowed. Additional lawn decorations are allowed; however, the use of these types of decorations should be minimal and in good taste. In small areas one or two figurines/trees are permitted. An entire store like display of multiple figurines, lights or large inflatable figures is not permitted. During late spring and summer seasons, lawn ornaments are prohibited on the common areas as it may cause obstructions to grounds crew maintaining the complex common areas. Lights are not permitted to cross sidewalks and/or driveways. Wires need to be inspected by the owner to ensure there would be no electrical problems that could cause fire/damage to the surrounding areas. No cords are permitted to cross driveways, sidewalks, and main entrance ways.

4.03 Exterior Fixtures. No permanently mounted fixture may be mounted on the exterior of a unit owner's structure without prior consent from the Board of Directors of the Association.

4.04 Signs. No owner may erect, post or display posters, signs or advertising material on the Common Elements or at locations within a unit which are visible from the Common Elements. Political signs are only allowed to be displayed from the inside of the owners unit and the size may not exceed 24" x 24"

4.05 Antennas. No antennas, aerials or cables for television or radio reception shall be erected or installed on or in any roof or any other portion of the Condominium without Board approval.

4.06 Temporary Structures. No structure, trailer, tent, shack or barn, temporary or otherwise, except for those maintained by the Association, shall be placed or maintained on any portion of the Condominium

4.07 Grills. No grills shall be used or stored on patios, decks or balconies unless they are of the type using cover in place while in use.

4.08 Patios, Decks and/or Balconies. Not to be used for storage of any kind, including but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons. Nor shall be used for the drying or airing of laundry, carpets, rugs or clothing.

4.09 Protrusions. No awnings, enclosures, storm windows or doors shall be installed on patios or balconies. A porch shade has been approved by the Architectural Control Committee. The approved porch shade is Budget Blinds Signature Series Roller/Solar Exterior color SS Oracle 3% Quill Gray with inside mount. Owners must comply with the approved shade.

4.10 Flags. Owners must comply with the following rules and guidelines for flag etiquette and location.

- a. Comply with the "Guidelines for Display of the Flag and Mounting Location" an approved by the Architectural Control Committee
- b. Size of flag – 3' X 5'
- c. Size of flagpole – 6'
- d. Color of flagpole and mounting bracket – White if metal or wood
- e. Mounting bracket is to be used for only displaying the American Flag
- f. LED flagpole solar powered light with 1,300 lumens for night use

4.11 Fire pits. Open flame smokeless fire pits and heaters and any devices for facilitating wood burning fires are prohibited.

4.12 Storm Door. The approved storm door is Larson 146 FV- Full Lite Storm Door with Retractable Screen. – White. Owners must comply with the approved storm door.

ARTICLE V VEHICLE RESTRICTIONS

5.01 Obstructions. Driveways shall not be used for any purpose other than the ingress and egress to and from Units and parking of unit owners/guests' vehicle

5.02 Parking

- a. Guest Parking. Resident vehicles cannot be parked in visitor parking for more than 24 hours. Resident vehicles that are parked without the advanced notice to the Board of Directors will be towed.
- b. Resident Parking. All unit owners are provided with 2-4 designated parking spaces, 1 or 2 in the garage and 1 or 2 on their driveway. Owners must park their vehicles in their garage or driveway.
- c. Junked, inoperative or unlicensed vehicle shall not be permitted anywhere on the Condominium
- d. Trailers, vans, trucks, campers, camping trucks, house trailers, boats, boat trailers, motorcycles, mopeds, motorized bikes, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Condominium.

5.03 Bikes/Recreational Equipment. Unit Owners shall keep bikes and other recreational equipment in their Unit and not stored in the Common Elements.

5.04 Garage Doors. As a security precaution garage doors should be kept closed when the garage is not being used or the homeowner is not home. This will help avoid/prevent rodent and burglary entry into unit owner's residence.

5.05 Vehicle Repairs. No vehicle maintenance or repairs shall be allowed anywhere outside of the unit.

ARTICLE VI RULE VIOLATIONS

6.01 Each member shall be responsible for the violations of and/or noncompliance with the By-Laws, rules and regulations, covenants, conditions or restrictions committed by the member, any individual of the member's household, any occupant of the member's unit, any tenant or sub-tenant of the member's guest or visitor or the member's occupants' guest or visitor.

6.02 All members and occupants of members units shall report, in writing, any alleged violation of or non-compliance with the By-Laws, rules and regulations, covenants, conditions or restrictions as required hereunder.

6.03 Upon the Board of Directors receipt of information regarding an alleged violation of or non-compliance with any By-Laws, rules and regulations, covenants, conditions or restrictions, by any member, the Board and/or Property Management company shall

furnish written notice to the member by personal delivery or by regular mail to the member's last known mailing address informing the member of the alleged violation or non-compliance and the possible imposition of a fine.

6.04 Any member who shall consider that he or she is unfairly accused of violation of or non-compliance with any rule or is justified otherwise, shall be entitled to a hearing before the Board which shall designate an impartial referee for the hearing of evidence, all to the end that members enjoy due process and the right of hearing in respect of any claim of violation. In the case of any such proceedings, the costs thereof, if any, shall be borne by the member requesting the hearing, unless it is found by the impartial referee that the Board proceeded in bad faith or without substantial cause.

6.05 The notice furnished by the Board of Directors informing the member of the alleged violation or non-compliance shall contain the following:

- a. The name of the member.
- b. The date of delivery of the notice upon the member.
- c. The date(s) of the alleged violation, if applicable.
- d. A description of the rule(s) and regulation(s) allegedly violated.
- e. The amount of the fine(s) that can result.
- f. A description of what procedure the member must take, if any, to cure the violation(s) and state the requirement of written intent to cure be made to the President and/or Property Management company within ten (10) days
- g. Information regarding the members right to demand a hearing
 1. The member has seven (7) days in which to make his demand
 2. Such demand must be in writing.
 3. Such demand must be made upon the President and/or Property Management company
 4. Failure to make such demand within the required period shall constitute a waiver of the right and consequently the stated fine, if any, will be assessed against the member, together with any cost and reasonable attorney fees incurred, and shall constitute an assessment upon the members unit
 5. The costs of the hearing will be borne by the member unless the impartial referee determines that the board proceeded in bad faith or without substantial cause.

6.06 If the member, within seven (7) days after receipt of said notice, fails to demand a hearing on the alleged violation by written notice delivered to the President and/or **Property Management company**, the Board shall Assess the fine specified in the

publication of the rules and regulations. This fine and any costs, including but not limited to attorney fees, incurred by the Association in collecting same shall constitute an assessment as said term is utilized in sub-sections 3 through and including 9 of section 703.16 WI Stats. Unpaid fines shall incur interest at the rate of interest provided in Article II, 2.10 of these Rules and Regulations.

6.07 Upon a members failure to demand a hearing and after the required period of time given the member to make such a demand, or upon a finding, by the impartial referee, of actual violation if the member has timely demanded a hearing, the Board and/or the Property Management company shall notify the member in writing, by regular mail, of the imposition of the fine. The notice shall inform the member that failure to pay the fine within seven (7) days shall cause the fine and any costs of collection related thereto to constitute an ASSESSMENT UPON THE MEMBERS UNIT. The fine, together with any collection costs, shall incur interest at the rate of interest provided in Article II, 2.10 of these Rules and Regulations.

ARTICLE VII AVAILABLE REMEDIES AND FINES

7.01 The following is a schedule of the fines that will be imposed under these rules and regulations, pursuant to the provisions hereof, as a result of a member's violation of or non-compliance with the By-Laws, rules and regulations, covenants, conditions or restrictions.

- a. **A WRITTEN WARNING for a member's first violation** of or non-compliance with a specific By-Law, rules and regulations, covenant, condition, or restriction.
- b. **FIFTY DOLLARS (\$50.00) for a second violation** of or non-compliance with a specific By-Law, rules and regulations, covenant, condition, or restriction for which the member received a written warning pursuant to paragraph (a) immediately above.
- c. **ONE HUNDRED DOLLARS (\$100.00) for each successive violation** of or non-compliance with a specific By-Law, rules and regulations, covenant, condition or restriction for which the member received a written warning pursuant to paragraph (a) immediately above and incurred the imposition of the fine prescribed in paragraph (b) immediately above.
- d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) for each violation** of or non-compliance with a specific provision of the Declaration, By-Laws, rules and regulations, covenants,

conditions or restrictions, when, in the 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 unit owner's non-compliance with more than one provision of the Declaration, By-Laws, rules and regulations, covenants, conditions, or restrictions.
4. 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 by the Unit Owner that cannot be restored to their original state).

7.02 In addition to the provisions of Section 1 hereof, the remedy provisions of By-Law Article VII, Section 1 shall remain available to the Association.

ARTICLE VIII AMENDMENTS

8.01 This document may be amended at any time by the Board of Directors of the Association.

ARTICLE IX ENFORCEMENT

9.01 The foregoing rules and regulations and other rules and regulations adopted by the Board of Directors of the Association shall be enforced by such means as the Board of Directors of the Association deems necessary and appropriate, including recourse to civil authorities, court action, if necessary, and monetary fines of not less than \$50 per violation to be charged and assessed against the owners of units who violate or whose guests or unit occupants violate such rules and regulations. Such fines 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.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.01 Conflict. The above rules and regulations, and those which may be hereafter adopted by the Board of Directors of the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations and easements set forth and referenced therein shall govern.

10.02 Current Membership List. The Secretary serving on the Board of Directors of the Association and the Property Management company shall maintain a current Membership List showing members pertaining to each unit, the address to which notice of meetings of the Association shall be sent, and the person designated to cast the vote pertaining to such unit.

10.03 Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the Common Elements, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his/her unit or in the Common Elements which will result in the cancellation of insurance on any unit or any part of the Common Elements, or which would be in violation of any law or ordinance.

10.04 Management.

- a. No Unit owner or occupant of a Unit owner's unit shall or attempt to direct, supervise, or in any manner assert control over any association contracted worker(s). Poor workmanship or the performance of such individuals should be reported to the Board of Directors or to the property management company immediately.
- b. In the event the Association utilizes the services of a professional management company, all notices and/or requests to the Association, the Board of Directors or any officer(s) referenced herein shall be sent to the management company. All notices and/or requests from the Association, the Board of Directors or any officer(s) referenced herein shall be sent by the management company.

10.05 Security.

- a. No soliciting or selling, including door to door soliciting of any type shall be permitted in any part of the Common Elements without prior written approval of the Board of Directors.

- b. Each unit owner shall be responsible for maintaining not less than one (1) fully operational smoke detector on each floor of their unit at all times.

10.06 Sanitation.

- a. The Common Elements shall not be obstructed, littered, defaced, damaged or misused in any manner.
- b. All Unit owners or occupants of a Unit owner shall adhere to any laws, ordinances, and/or rules pertaining to recycling as dictated by any Governmental, Quasi-Governmental and/or Association Authority.

ADDENDUM A

GARDEN BEAUTIFICATION RULES

8 Family Units

The Bridlewood Garden Committee has been formed to oversee the beautification of your gardens. Gardens meaning the mulched areas around the front, side and back of your home. **By no means do you have to do anything to your gardens if you choose not to.** We are here to help guide you with personalizing and beautifying plans for your garden. A few large decorative flowerpots with flowers can dress up your property and you don't have to weed the ground if you stay with the original STANDARD perennial plantings that were put in when your condo was built.

We are Zone 5 for planting in WI.

Landscape Beds: The STANDARD perennial planting bed is made up of the following: Day Lilies, Hosta's, Hydrangeas, and Iris. **If you plant your own plants, please be aware that our lawn service company will not weed your planting beds. You will have to weed them yourself.**

Lawn Care: Dark brown mulch has been installed in most units. **There will be no change to this color.**

Note: **ALL BEDS** regardless, if you do your own plantings or not, will be treated in the Spring with a weed control product prior to any mulching. If you'd like to personalize your landscape beds with something special but don't want to do your own weeding, you are welcome to use potted plants (and take care of them yourself). **No vegetables shall be planted directly into the landscape beds.** However, two (2) **potted** Patio Tomato Plants can be on your patios or mulched areas. **Support your local Farmer's Market!**

If owners plant their own plantings (and agree to weed etc.) they must also understand that when they sell their property, the new owners need to take over the beds. The other option is for the original owner to return the beds to a "standard planting". Take pictures of your planting beds before you start planting and after your flowers bloom.

If you decide to plant flowers around your garden areas or in large pots (**no whiskey barrels or wheelbarrows**), you will need to keep them healthy by watering and fertilizing them, dead heading flowers and when plants die, they need to be cut back. After the first frost all dead plants and weeds must be removed from the gardens

Planters/Pots: A maximum of 3 pots per unit. Dark brown mulch has been installed in most units. **There will be no change to this color.** Any movable planters must be removed by the end of November each year.

Potted Plants on upper Balconies: must be secured and have protective saucers under the plants. Excessive watering of plants that overflow on the decking surface is not allowed and may result in damage that the owner is responsible for. Please be considerate to the neighbor below you.

Hanging Baskets: ground level condos may only hang their hanging baskets from a shepherd's hook in mulched areas, so they are not in the way of the mowers. **Hanging baskets are not allowed to be hung with hooks that are attached to the outside of the building.**

Bird Houses, Bird Baths, Bird Feeders, and Yard Art: please know that bird seed encourages rodents. If you have rodents in your beds, consider using a Victor rodent trap purchased from any hardware store. (It looks like an oversized mouse trap) Chunky peanut butter works best on the traps. Another repellent is solar powered animal repeller stakes which can be found on Amazon.com or in hardware stores. It is not affordable for the HOA to hire pest control due to the need of frequent visits to the properties to check traps.

Bird Baths that are neutral in color. The bird bath is to be placed in a mulch covered area or on the patio. Bird baths are limited to one (1) per unit. Bird baths are not permitted on balconies.

Bird Feeders: A maximum of two (2) bird feeders per unit. Feeders should be located on mulched areas on a shepherd's hook. **Bird feeders are not allowed to be hung with hooks that are attached to the outside of the building.** All bird feeders on the second floor must have catchers for falling seed. Additional feeders may be placed on natural hillsides or the woods.

Bird Houses are to be placed in a mulch covered area or on the patio. Bird houses are limited to one (1) per unit. **Bird houses are not allowed to be hung with hooks that are attached to the outside of the building.** Additional feeders may be placed on natural hillsides or the wood

Yard Art: is limited to three (3) pieces per unit. Multi units are typically shared sidewalks and not exclusive to one unit. Yard art must be in mulched areas.

BRIDLEWOOD GARDEN BEAUTIFICATION RULES

All Side-by-Side Condos

The Bridlewood Garden Committee has been formed to oversee the beautification of your gardens. Gardens meaning the mulched areas around the front, side and back of your home. **By no means do you have to do anything to your gardens if you choose not to.** We are here to help guide you with personalizing and beautifying plans for your garden. A few large decorative flowerpots with flowers can dress up your property and you don't have to weed the ground if you stay with the original STANDARD perennial plantings that were put in when your condo was built.

We are Zone 5 for planting in WI.

Landscape Beds: The STANDARD perennial planting bed is made up of the following: Day Lilies, Hosta's, and Hydrangeas. **If you plant your own plants, please be aware that our lawn service company will not weed your planting beds. You will have to weed them yourself.**

Lawn Care: Dark brown mulch has been installed in most units. **There will be no change to this color.**

Note: **ALL BEDS** regardless, if you do your own plantings or not, will be treated in the Spring with a weed control product prior to any mulching. If you'd like to personalize your landscape beds with something special but don't want to do your own weeding, you are welcome to use potted plants (and take care of them yourself). **No vegetables shall be planted directly into the landscape beds.** However, Patio Tomato Plants can be planted in pots in the back of your property. **Support your local Farmer's Market!**

If owners do their own plantings (and agree to weed etc.) they must also understand that when they sell their property, the new owners need to take over the beds. The other option is for the original owner to return the beds to a "standard planting". Take pictures of your planting beds before you start planting and after your flowers bloom.

If you have a berm or hill on the side or backyard along Airport Rd. or on Wacker Dr. you may beautify them by planting wildflower seeds or putting potted plants in that area.

If you decide to plant flowers around your garden areas or in large pots (**no whiskey barrels or wheelbarrows**), you will need to keep them healthy by watering and fertilizing them, dead heading flowers and when plants die, they need to be cut back. After the first frost all dead plants and weeds must be removed from the gardens.

Planters/Pots: A maximum of 6 pots per unit. Pots should be a color that compliments the exterior home color. Free standing raised flower beds are allowed under decks, within the beds. Any movable planters must be removed by the end of November each year.

Hanging Baskets: may only hang from a shepherd's hook, in mulched areas so they are not in the way of the mowers. **Hanging baskets are not allowed to be hung with hooks that are attached to the outside of the building.**

Plants planted in the soil should not encroach the existing plantings and building structures.

Bird Houses, Bird Baths, Bird Feeders, and Yard Art: please know that bird seed encourages rodents. If you have rodents in your beds, consider using a Victor rodent trap purchased from any hardware store. (It looks like an oversized mouse trap) Chunky peanut butter works best on the traps. It is not affordable for the HOA to hire pest control due to the need of frequent visits to the properties to check traps. Another repellent is solar powered animal repeller stakes which can be found on Amazon.com or in hardware stores.

Bird Baths: that are neutral in color may be placed at the back of the owner's unit. The bird bath is to be placed in a mulch covered area or on the patio. Bird baths are limited to one (1) per unit.

Bird Feeders: A maximum of four (4) bird feeders (front & side) per unit. Feeders should be located on mulched areas on a shepherd's hook. If you have a berm or hill on the side or backyard along Airport Rd. or on Wacker Dr., you may put additional feeders there. Those without a berm or hill may place additional feeders in their backyard. Remember, fallen seeds create weeds and critters so please be mindful of your backyard neighbors. **Bird feeders are not allowed to be hung with hooks that are attached to the outside of the building**

Bird House: may be placed at the back of the owner's unit. If possible, the bird house is to be placed in a mulch covered area or on the patio. Bird houses are limited to one (1) per unit. We have many trees that the birds can live in. **Bird houses are not allowed to be hung with hooks that are attached to the outside of the building.**

Yard Art: is limited to six (6) pieces (front & side) per unit. Yard art must be in mulched areas. You may have additional yard art in your backyard.

**AMENDED AND RESTATED BY-LAWS OF
BRIDLEWOOD CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE 1
NAME AND LOCATION**

Section 1. Name. The name of the corporation shall be BRIDLEWOOD CONDOMINIUM ASSOCIATION, INC. (the "Association").

Section 2. Location. The principal office of the Association shall be as stated on file with the Wisconsin Department of Financial Institutions. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

**ARTICLE 2
APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION**

Section 1. Application. These By-Laws, together with the Declaration of Condominium of Bridlewood Condominium (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Condominium property and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit (a "Unit") on the property will signify the acceptance and ratification of these By-Laws by all such persons.

Section 2. Members. The Members of the Association shall consist of the Unit owners which have record title in their names or who are the purchasers under a recorded land contract.

**ARTICLE 3
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES**

Section 1. Voting. Each member shall have a vote commensurate with his or her Interest for each Unit owned by the Member. If a Unit is owned by more than one person or owned by an entity other than individuals, the person entitled to cast the votes for the Unit shall be designated by a certificate signed by all of the record owners of the Unit or a duly authorized officer of the owner and filed with the Secretary of the Association. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting. If the owners of any Unit cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon.

Section 2. Quorum. Except as otherwise provided in these By-Laws, the presence in person, electronically/virtually, or by proxy of Members holding more than Twenty-Five Percent (25%) of the votes shall constitute a quorum.

Section 3. Proxies. Votes may be cast in person, electronically, or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting and may be filed via email or other electronic means. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for one hundred eighty (180) days.

ARTICLE 4 MEETINGS

Section 1. Roster of Members. The Association shall maintain a current roster of names and addresses of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address, as well as an email address if the Member uses email; no Member may vote at meetings of the Association until the foregoing information is furnished.

Section 2. Place of Meetings. Meeting of the Association shall be held at Its principal office, electronically/virtually, or at such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Annual Meetings. The annual Meetings of the Association shall be held on or about the first Tuesday of May of each year, or on a date set by the Board (the "annual meeting"). At each annual meeting the Members shall elect one or more members of the Board in accordance with Article 5 hereof. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the holders of fifty-one percent (51%) of the votes of Members present, either in person, electronically, or by Proxy.

Section 5. Notice of Meetings. The Secretary shall personally or electronically deliver or mail a notice of each annual or special meeting, stating the propose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice serviced and such notice shall be effective upon the date of delivery or mailing.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person, electronically, or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.

- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors (when applicable).
- (g) Unfinished business.
- (h) New business.

Section 8. Parliamentary Procedure. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

Section 9. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association sends an email or delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Ballots may be delivered to the secretary via email or other electronic means. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE 5

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of at least three (3) persons, but no more than five (5) persons. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a partnership, then a general partner of such Unit Owner may be a director and if a Unit Owner or such partner is a corporation, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a director. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on any payment to the Association, the director is required to resign from the board position (and any officer position held) unless the Unit Owner brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during the term, the director shall thereupon cease to be a director and that place on the Board shall be deemed vacant.

Section 2. Election and Term of Office. The term of office of the Directors shall be fixed at two (2) years.

Directors shall be elected at the annual meeting and Directors' terms shall be staggered such that at least 1/3 of the Directors are elected in each year. Each Director shall hold office until his or her successor has been elected and has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the directors to be elected; provided, however, that there shall be no cumulative voting. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected-have been so elected.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

(1) make and enforce (including enforcement through the establishment of a system of fines or special assessments) rules and regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Condominium property;

(2) make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the board;

(3) make and collect special and emergency assessments. All homeowners must be notified by written notice and/or informational meeting. The board must present the reason for the assessment by stating the problem or emergency along with options for resolution. Information to present must include the amount needed, how it is to be collected and when the assessment is due. After input from the board and homeowners, the board will levy the assessment.

(4) execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the condominium property, including acquiring and conveying property, borrowing money, and suing on behalf of all Members;

(5) authority to borrow funds from a reputable bank or credit union. The board will first consider the impactful decision as a last resort with input from both the board and the homeowners. The board will show proof to the homeowners that it is the best option and the last resort along with the amount to be borrowed, purpose, terms of the loan and a constructive and clear repayment plan. The board will call a meeting of the homeowners to obtain a vote of the majority present at the meeting along with proxy votes. The majority is understood to be 51%. It is understood that lenders that give loans to associations do not take homes as collateral. Daily lives of homeowners will not be affected. Their home mortgage or personal credit will not suffer.

(6) satisfy all liens against the condominium property and pay necessary expenses connected therewith;

(7) employ a professional property manager, management company or managing agent on salaried basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section; and

(8) perform such other functions as are required or permitted by law or the Declaration.

Section 4. Fees. No fee or other compensation shall be paid to any member of the board at any time except by specific resolution of the Association.

Section 5. Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Members may be removed with or without cause by Members holding more than fifty percent (50%) of the votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally, electronically, or by mail, at least three (3) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally, electronically, or by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. Presence at a Board meeting may be in person, or via telephone or video/digital conference. If at

any meeting of the Board there is less than a quorum present then the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Insurance. The Board shall require that all officers and employees of the Association handling or responsible for Association funds are covered by adequate fidelity insurance as set forth in the Declaration. The premiums on such insurance shall be paid by the Association.

ARTICLE 6 OFFICERS

Section 1. Designation and Election. The principal offices of the Association shall be a president, a Vice President, a Secretary and a Treasurer, all of whom be elected annually by the Board. The Directors may elect an assistant treasurer, an assistant secretary or such other officers as in their judgment may be necessary. Officers' duties described herein may be delegated to a property manager or management company at the discretion of the Board.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President shall take the place of the President and perform his duties whenever the president is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

Section 6. Treasurer. The treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board.

Section 7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

ARTICLE 7

BUDGET, ASSESSMENTS AND DEPOSITORIES

Section 1. Budget. The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities and other Common Elements; the cost of insurance of all types, management, maintenance and security personnel; administration cost; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

Section 2. Assessment. The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. The first assessment payment shall be made; on a prorated basis where proper, upon receipt by the Member of his deed to his unit. If such assessment provides inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessments or installment not paid within ten (10) days of its due date shall be delinquent, and the Unit owner shall be charged interest on the unpaid assessment or installment of such assessment and a late charge in amounts set forth in the Rules and Regulations. The Board shall follow a uniform policy with respect to the amount of late fees and interest that is imposed. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. All attorneys' fees and costs incurred by the Association in an effort to collect delinquent owner accounts will be the responsibility of the Unit owner. All payments upon account shall be first applied to the attorneys fees and costs, if any, then to interest and late fees, and then to the assessment payment first due. If a member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer or agent authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon order or order signed by the officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. Payments will be made at the direction of the Board.

Section 4. Board Discretion. Notwithstanding the above, the Board of Directors may by unanimous vote grant an additional thirty (30) day grace period to a Unit owner for a delinquent monthly installment of an assessment. No more than one (1) such grace period shall be granted in any twelve (12) month period.

ARTICLE 8 AMENDMENTS

These By-Laws may be amended by the Members by the affirmative vote of a least Sixty-seven Percent (67%) of the fractional interests in the Common Elements as described in Article 2 hereof.

ARTICLE 9 USE RESTRICTIONS

Section 1. Leasing Restrictions. All Units are subject to the following leasing restrictions.

- (i) Only 5% of the Units shall be allowed to lease at any given time (the "Leasing Limit"). An owner of a Unit must occupy the Unit for at least one (1) year before the Unit is eligible for leasing, and if a Unit is not leased asca allowed in this section, the Unit must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the Unit Owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the Unit. An exception to the Leasing Limit and Owner Occupancy Requirement is granted to the Units being rented at the time of adoption of these Amended and Restated Bylaws (the "Grandfathered Units"). When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred, or the Unit is removed from the rental program following the adoption of these Amended and Restated Bylaws, upon such sale, conveyance, transfer, or removal from the rental program, that Unit will no longer be "grandfathered," and will be subject to the Leasing Limits and Owner Occupancy Requirement. Further, once a Unit is no longer grandfathered, it will not be eligible again for leasing until a place becomes available within the Leasing Limit. **In no event will the Leasing Limit or the Owner Occupancy Requirement apply to Mortgagees of the Unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.** The Board of Directors will have discretion as to the administration of the Leasing Limit, and may pass Rules and Regulations to assist with the administration and enforcement of the leasing rules contained in this Declaration, the Bylaws, and the Rules and

- (ii) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of these sections and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a Unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.
- (iii) Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with the applicable Rules and Regulations on leasing.
- (iv) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the Unit Owner is present during the occupancy. Rentals through similar services such as Airbnb and VRBO are expressly prohibited. Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

Section 2. Animals. No reptiles or un-caged birds shall be permitted within the Condominium. Unit owners may keep no more than two (2) animals per Unit; provided, however, that:

- (i) the animal must comply with the Association's Rules and Regulations related to breed restrictions;
- (ii) the animal is not permitted on any of the Common Elements while unattended or unleashed;
- (iii) the individual attending the animal immediately disposes of any and all of the animal's solid waste in a manner prescribed by the Association.
- (iv) the owner of the animal complies with such rules of animal ownership as may be promulgated by the Association; and
- (v) the animal must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning

or occupying therein, or otherwise violates the terms of this paragraph 3 or rules promulgated under subparagraph (iv).

Any and all costs of repairing damage caused by an animal shall be borne by its owner. Any owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser or other remedial action is appropriate, be assessed a monthly animal fee in an amount of Five hundred Dollars (\$500.00) per month or part thereof until the owner has complied. Such fee may be collected in the same manner as assessments under Article 5 hereof. Notwithstanding anything to the contrary herein, possession of animals on the Condominium shall not be considered a property right.

Section 3. No Obstructions. No owner shall cause or permit the Common Elements to be used as to deny to others the full use of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements, other than for temporary parking of motor vehicles in the outdoor parking spaces on the Condominium and other than as may be necessary in connection with the construction or reconstruction of any building on the Condominium. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere on the Condominium. Trailers, vans, trucks, campers, camping trucks, house trailers, boats, boat trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles or the like shall not be stored, parked or placed on the Condominium except in such places and at such times as the Board of Directors may permit by rules promulgated relative to such storage, parking or placement. No vehicle shall occupy, park upon or otherwise block access to or exit from another Unit or the approach thereto. No maintenance and/or repairs or ~~lubrication~~ of any vehicle shall be permitted anywhere on the Condominium. No playground, bicycle racks or other obstructions may be placed on the Common Elements except as the Board of Directors permits by rules promulgated relative to such placement.

Section 4. Fire pits. Open flame smokeless fire pits and heaters and any devices for facilitating wood burning fires are prohibited on the Condominium Property.

ARTICLE 10 CONFLICTS

These By-Laws are set forth to comply with the requirements of the Act. If these By-Laws conflict with the provisions of the Act, or the Declaration, the provisions of the Act or of the Declaration will control.

ARTICLE 11 FISCAL YEAR

The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

Adopted this _____ day of _____, 20__.