

RULES AND REGULATIONS

Updated November 19, 2024

The following are the Rules and Regulations of Gabriel Woods Condominiums, Inc. (“the Condominium”). These Rules and Regulations may be amended or repealed by a majority vote of the Board of Directors at any time during the existence of the Condominium; provided, however, that the Rules and Regulations contained herein that are also contained in the Declaration of Condominium, as amended from time to time, may not be amended unless the Declaration is amended and the Amended Declaration is recorded with the Waukesha Register of Deeds as provided by the Act. Copies of all amendments to the Rules and Regulations shall be furnished to the Unit Owners by the Board of Directors no less than 5 days prior to the time such amendment shall be effective. Capitalized terms not defined herein shall have the meaning attributed to such terms as set forth in the Declaration of Gabriel Woods, a Condominium. Whenever used herein, the use of any gender shall include all genders.

PRELUDE

Congratulations on your purchase of a condominium unit in Gabriel Woods Condominiums. Condominium ownership has a great many benefits, such as the equity you build from your monthly mortgage payments. Such ownership, however, carries certain responsibilities that are not shared by renters in an apartment setting. As a condominium owner you are part owner of the entire project and are automatically a member of the Association that manages the common elements of the condominium.

These rules and regulations are your rules and regulations and are intended to help all Unit Owners manage their shared interest. It is generally the responsibility of the Association to manage the elements of the condominium that are commonly owned and not to be involved in the management and maintenance of individual units except where such management and maintenance impacts other Unit Owners (e.g. damage to a Unit from water leakage from another Unit).

As Unit Owners you can all improve your ownership experience by bringing to it an attitude of mutual interest and cooperation. It is not the role of the Association or the Board of Directors to manage the relationships of neighbors. Try to approach your neighbors as you would in a single-family neighborhood, working out differences in a friendly and understanding manner.

Article I. Enforcement and Management.

Section 1.1. In order to reduce expense and maintain uniform enforcement of the rules, the Association will designate a management company (currently Ogden & Company) through whom all questions and concerns regarding the enforcement of these Rules and Regulations will be communicated to the Association. All Unit Owners will be notified in writing of the management company so designated. Except in the case of an emergency, all communications with the management company should be via the management company portal, phone call, email, or written letter.

Section 1.2. Unit Owners are not to have direct contact with any third party hired by the Association to manage the Common Elements of the Condominium. Such direct contact could lead to confusion as to the work to be completed and/or substantial additional expense to the Association and, therefore, the Unit Owners in the form of increased assessment. Accordingly, if you have a concern about Common Element maintenance, you should direct your concerns to the management company identified pursuant to Section 1.1 of these Rules and Regulations. There will be no “warnings” given with regard to this rule. A first offense and all future offenses will warrant a fine charged to the offending Owner.

Article II. Parking.

Section 2.1. To enhance the aesthetics of the Condominium and to facilitate required maintenance and snow plowing of driveways and parking areas, all vehicles should be parked inside the garage. Parking on Gabriel Drive is limited to the parking lane on the west side of the street. The east side of Gabriel Drive is a fire lane per the Waukesha Fire Department.

Section 2.2. The Board of Directors must approve any guest parking exceeding three (3) nights in designated parking pads and the parking lane located on the west side of Gabriel Drive. Contact the management company referred to in Section 1.1 to obtain Board approval. No vehicle of any type shall be stored in any driveway, parking pad or street.

Section 2.3. No Unit Owner nor his family members, agents, employees, invitees or guests may use any of the parking areas or underground parking for the purpose of repairing or restoring any motor vehicle that is allowed to be parked on the Property.

Section 2.4. No boats, campers, trailers, recreation vehicles or other vehicles of similar nature and design shall be stored or parked in the outdoor parking areas or underground parking for a period of longer than twenty-four (24) hours in any one-week (1) period. No individual shall be allowed to use or occupy any recreational vehicle, or any similar vehicle designed or used for overnight camping, while such vehicle is parked on the Property.

Section 2.5. Any vehicles, boats, campers, recreational vehicles, trucks, snowmobiles, motorcycles, or other materials, which are stored, parked, located in, or on, any parking area in violation of these Rules and Regulations may be towed, removed and stored at the owner’s expense. If the owner of any such vehicle is also a Unit Owner, the expense of such towing, removal and storage shall be specially assessed to such Unit Owner and will become a lien on such Unit Owner’s Unit.

Section 2.6. The Association assumes no responsibility for damage, loss or theft of any vehicle parked anywhere in the Condominium, or for damage caused by the towing, removing, or storing of any vehicle pursuant to Section 8.07D of the Declaration.

Section 2.7. Vehicles should be placed in driveways only for loading or unloading. No one may **park** in their driveways for any period. Unattended **parking** in your driveway that impedes your neighbor’s access to their garage or affect vehicle movement and is, therefore, strictly prohibited. Be considerate of your neighbors.

Article III. Use of Unit and Common Elements.

Section 3.1. No Unit Owner shall occupy or use his Unit or the 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 himself, his family, his temporary guests or allowed renters under a lease agreement.

Section 3.2. Neither Unit Owner, nor any of his family members, agents, employees, invitees or guests may in any way obstruct the use of the Common Elements of another Unit.

Section 3.3. No Unit Owner, or any of his family members, agents, employees, invitees or guests shall carry on any noxious or offensive activity (including, but not limited to, activity that produces odors or noise that is bothersome to neighbors) in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

Section 3.4. No Unit Owner, nor his family members, agents, employees, invitees or guests shall engage in any activity that causes damage to the Common Elements.

Section 3.5. No Unit Owner shall allow his Unit to be used for any improper, unsafe, immoral, unlawful or objectionable purpose, nor shall any Unit Owner do anything to injure the reputation of the Condominium.

Section 3.6. No Unit Owner, nor his family members, agents, employees, invitees or guests shall allow the unreasonable or unsightly accumulation of waste, litter or any form of trash in any area except in such designated areas.

Section 3.7. Unit Owners are prohibited from smoking (e.g. cigarettes, pipes, cigars, and other lighted smoking mechanism), vaping or using any oral smoking device in indoor Common Areas. Similarly, Unit Owner are prohibited from those same activities in outdoor Common Areas within 10 feet of any building.

Section 3.8. No patios, balconies or decks shall be used for storage of motorcycles, bicycles, baby carriages, sporting goods or similar items; nor shall such areas be used for drying clothes or similar purposes. No patios, balconies or decks shall be used for shaking or drying laundry, carpets, rugs or clothing.

Section 3.9. No Unit Owner is allowed to have any item that produces an open flame on his balcony, patio or deck. This includes such items as charcoal and gas grills, fire pits, Solo Stoves, and other such items. Per Waukesha City regulations, grills must be 10 feet from any building when in use.

Section 3.10. Plants and lawn ornaments may be placed on a Unit Owner's balcony, patio, or deck, or outside a Unit Owner's front door and/or garage door. Additionally, any decorations placed on Common Areas around the building must be small, tasteful and limited to two items per unit to maintain an aesthetically pleasing landscape. Any plants, lawn ornaments or other decorations or furniture placed outside should be brought in by November 1 to facilitate winter salting and snow removal.

Section 3.11. Owners are allowed to plan and mulch in areas directly connected to and around their own Unit/driveway at their own expense. Mulch used must be “Premium Mocha Brown Mulch”, which is generally available at Menards. Owners are not allowed to plant anything considered “invasive” (e.g. wild mustard), “uncontrollable” (e.g. lily of the valley or anything else that takes over a garden) or “poisonous” (e.g. foxglove or hemlock). Any Owner choosing to plant is responsible for the upkeep of such planting, including ensuring no overgrowth or dead plants, cutting back perennials and pulling out annuals at the end of the season. Planting and/or potted plants cannot interfere with the cutting and trimming of grass.

Section 3.12. Owners shall not place any type of animal feed (including bird seed or other seeds, fruits, vegetables, breads, etc.) on the ground within 20 feet of any Association building. Such feeding promotes rodent problems in and around buildings.

Section 3.13. Owners of second and third floor units that are located above the living area of another Unit shall not use hard-surface flooring products such as tile, wood, or composite materials. Notwithstanding this section, vinyl products are permitted. Unit Owners are required to use sound deadening materials under/on flooring.

Section 3.14. No Unit Owner is allowed to have any type of garage or yard sale at any time. Estate sales will be allowed with prior Board approval for the purpose of full liquidation of belongings. Such estates sales are limited to two (2) days in duration and may be advertised with a single sign outside the Unit during the sale. Estate sales are allowed between the hours of 9am and 6pm. No belongings from the sale may be placed, stored or kept outside of the Unit or the Unit’s garage.

Article IV. Architectural Control.

Section 4.1. The Board of Directors, pursuant to Section 2.03 of the Declaration, shall promulgate rules and regulations regarding what plans, specifications and other types of documentation must be provided to the Board for the Board to render a decision regarding any planned improvement, which the Board must review. The Board of Directors shall have twenty (20) business days from the receipt of plans, specifications or other documentation to approve or disapprove the planned improvement; provided, however, if the planned improvement requires additional time to evaluate, the Board shall be given such additional time as is reasonably necessary to evaluate the planned improvement. All reasonable expenses incurred by the Board of Directors in evaluating plans, including, but not limited to, the retaining of consulting engineers, architects and designers, shall be paid by the Unit Owner who is requesting the evaluation of the planned improvement.

Section 4.2. Construction activities, including remodeling and maintenance that may cause excess noise, will be limited to the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 4:00 p.m. on Saturday pursuant to Section 5.07 of the Declaration. No construction activities are permitted on Sunday.

Section 4.3. In addition to the items set forth in the Declaration, which require the consent of the Board of Directors, the following alterations shall also require the approval of the Board of Directors:

(A) The installation of all awnings, canopies, enclosures, doors or windows;

- (B) The installation of any television or radio antennas, or satellite dishes, or any device used for reception of radio waves or similar data transmissions (such items are required to be removed by the selling owner upon transfer of ownership);
- (C) The installation of any structure, trailer, tent, shack, barn or any temporary structure; and
- (D) The installation of any signs, displays, posters or advertising material of any kind, which are visible to the public with the exception of Estate Sale signs pursuant to Section 3.14. A single Realtor sign will be allowed in front of the applicable building for an open house only on the day of the open house.

Article V. Animals.

Section 5.1. Pursuant to Section 8.06 of the Declaration, animals shall be limited to dogs, house cats, fish, small caged rodents and birds, unless prior written approval is obtained from the Board of Directors.

Section 5.2. Approved animals shall be allowed provided the owners of animals shall take all reasonable actions to prevent their animals from being a nuisance, annoyance or danger to any of the Unit Owners.

Section 5.3. All animals shall be picked up after and all droppings shall be immediately disposed of by the person in control of the animal.

Section 5.4. All animals shall be leashed and within the immediate control of a person when outside of a Unit.

Section 5.5. Unit Owners shall keep no more than two (2) animals total and no more than one dog over 50 pounds. Dogs under 50 pounds are limited to two (2). No Rottweilers, Doberman Retrievers or Pit Bulls are allowed. Multiple fish are limited to no more than a 20 gallon tank.

Section 5.6. Unit Owners owning dogs and/or cats are required to have their animal(s) spayed or neutered by the time the animal is two (2) years of age. Spaying and neutering animals is required by Waukesha city ordinance. City ordinance also requires that dogs be licensed with the city.

Article VI. Insurance Rates and Compliance with Law.

Section 6.1. No Unit Owner, nor his family members, agents, employees, invitees or guests shall do or act in any manner in any Unit or in the Common Elements which will cause an increase in the rate of insurance of the Common Elements.

Section 6.2. No Unit owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law or ordinance.

Article VIII. Collection Policy.

Section 8.1. The regular monthly assessments are due on the first day of each month.

Section 8.2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

Section 8.3. Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

Section 8.4. Payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

Section 8.5. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall be determined to be the date that payment was made.

Section 8.6. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.

Section 8.7. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.

Section 8.8. A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.

Section 8.9. The basic collection system of the Board shall be as follows:

- a. At 15 days past due, the property manager may contact the delinquent owner;
- b. At 30 days past due, a past due notice may be sent;
- c. At 45 days past due, a second past due notice may be sent; and
- d. At 60 days past due, the matter may be referred to the attorney for collection.

Section 8.10. An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

Section 8.11. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of payment, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

Article IX. Enforcement and Grievance Procedure.

Section 9.1. 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 of the Association (herein collectively "Condominium Documents"):

- (a) **A WRITTEN WARNING** for a Unit Owner or resident's **first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.
- (b) **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
- (c) **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
- (d) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation** of the Condominium Documents when, in the sole opinion of the Board of Directors, the violation meets one or more of the following criteria:
 - 1. The violation is in direct defiance of a previous mandate from the Board of Directors.
 - 2. The violation was malicious in its intent.
 - 3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 - 4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*
- (e) Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

Section 9.2. Attorney Fees. 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.

Section 9.3. Owner may request Grievance Hearing. 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:

- (a) The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
- (b) The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
- (c) For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- (d) Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- (e) Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 1. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - c. That evidence shall be received and a record made whether or not the party complained against attends.
 2. The hearing shall be divided into two (2) sections:
 - a. The hearing.
 - b. The determination and decision.
 3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
 4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if

so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
 6. If the alleged offender fails to appear, the complainant must prove his grievance and no presumption shall be made against the alleged offender for non-appearance.
 7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- (f) The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
1. The award was procured by corruption, fraud or undue means;
 2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 3. The members 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.

Effective Date: November 30, 2024