

Sylvan Condominium Homes, Inc.

Rules and Regulations

Revised March 1, 2020

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Revised August 12, 2019

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Article I

Variances to Rules and Regulations

A variance of any Rule or Regulation or special dispensation due to special or extraordinary circumstances may be granted by the Board upon the Unit Owner (i.e., husband and wife, husband or wife, single person or family members living permanently with Unit Owner) supplying the Board a written request detailing the need for a special dispensation. A majority vote of the Board will be required to grant such a variance or special dispensation. Any variance or special dispensation granted by the Board shall be subject to revocation by a majority of all Unit Owners, at a meeting duly called for such purpose.

Article II

Assessment and Assessment Collection

- 2.1 The regular monthly assessments, as for the payment of common expenses as determined by the Board pursuant to Article VI, Section 6.3 of the By-Laws of Sylvan Condominium Homes, Inc., are due on or before the **first day** of each month. No cash will be accepted. Payment must be made by check.
- 2.2 An automatic assessment of \$50 shall be made to a Unit Owner's account after the first warning of a late payment 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 (10th)** 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 of installment thereof.
- 2.3 Payments tendered with future dates (postdated) are allowed and will be accepted by the Association. The actual date of the Association's receipt of a payment shall control as to 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 reasons, 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. No statement of "payment in full" "accord and satisfaction" or other similar notation on or accompanying any payment shall be binding on the Association.
- 2.4 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

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stated in the Board's notice to the Unit Owners informing them of the levied special assessment

- 2.5 The Association Treasurer shall provide the Unit Owner written notice of each automatic additional assessment and the resulting balance owed by the Unit Owner. The 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 fifteen (15) calendar days of the date on which the automatic additional assessment was made pursuant to Section 2.4 above, to prevent further and/or additional collection procedures.
- 2.6 The Unit Owner's right to be recognized and heard at all meetings of the Association, whether Unit Owner's meetings or Board of Director's meetings (as requested and/or at the annual meeting) 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 2.5 above. Such suspension shall remain in effect until any and all moneys owed, as provided herein, are paid in full.
- 2.7 An automatic additional assessment of \$100, 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 2.5 above. The Association Treasurer shall not be required to notify the Unit Owner of the imposition of said automatic additional assessment.
- 2.8 Upon the assessment of the amount stated in Section 2.7 above, the 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 advised by legal counsel) securing all amounts 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. When the delinquency is turned over to the Association's legal counsel, all correspondence and telephone calls are to be routed through legal counsel and not the Board or Association directly.

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

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to said legal counsel 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 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 Owner's right to vote at all meetings of the Association, whether Unit Owner's meetings or 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.

- 2.9 An automatic second additional assessment of \$150, 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 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 the 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.

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- 2.12 All Condo docs, consisting of: Declaration, By-Laws, and Rules and Regulations must be kept and passed on to a new Owner. Replacement of same will result in a Fifty (\$50.00) charge to the Owner/seller. At time of a Unit sale transfer fee of Fifty (\$50.00) will be charged to the seller.

Article III Use of Premises

- 3.1 The Units (as provided pursuant to Declaration No. 10 and By-Law Article XIII, 8.1 (a) shall be used for residential purposes only. The Common Elements and Units shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of residential Units.
- 3.2 As provided under By-Law Article VIII, 8.1(i), no disturbance shall be allowed on the Common Elements or Units, nor shall any use or practice be allowed which is a source of disturbance to the Unit Owners, or which interferes with the peaceful possession or proper use of said property by the Unit Owners.
- 3.3 No flagrantly immoral, improper, offensive or unlawful use shall be made of the Common Elements or Units or any part thereof, and all valid laws, ordinances and Regulations of all governmental bodies having jurisdiction thereof shall be complied with.
- 3.4 No rule or regulation shall be adopted by the Board which shall deprive any Unit Owner of substantial property or occupancy rights, or which shall operate in a discriminatory manner.
- 3.5 Unit Owners and Unit Owners' occupants shall not make or allow excessive noises or odors, which at any time become objectionable to other Unit Owners or Unit Owners' occupants. Unit Owners and Unit Owners' occupants shall not cause or allow voices, musical instruments, televisions, radios or other such sound producing devices at any time become objectionable to other Unit Owners or Unit Owners' occupants.
- 3.6 No Unit Owner shall decorate or alter the exterior of a Unit or the Common Elements, without the prior written consent of the Board of Directors. No Unit owner shall decorate any part of the Common Elements, such as hallways, tables, etc. Nor shall anyone plant, re-landscape, and/or decorate any bedding area(s) without the prior written permission of the Board. Unit Owners may, however, place removable planters, flowers, and/or flowering plants within their limited-common area patio or balcony.

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3.7 This provision shall not be construed as to deny Unit Owners the right to decorate their Units for an appropriate holiday. Christmas decorations must be removed by January 31st or the Association will remove them at the Unit Owner's expense. Lighting for all other holidays must be removed no later than ten (10) days following the holiday. Any decorations staked in the ground will need to abut Unit Owner's patio.

3.8 No Unit 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 without the prior written consent of the Board of Directors, except that a Unit Owner may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale or lease. (not a "For Sale" sign). The realtor may post their sign from the balconies as long as they have received the Board's approval. It is the Unit Owner's responsibility to have their realtor request permission. If the Board is not informed, a fine will be imposed. Where consent of the Board of Directors is obtained, the permitted signs will be erected and maintained in accordance with all ordinances, Rules and Regulations applicable thereto.

"Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the exterior of the Building

ARTICLE IV SECURITY

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

4.2 All Unit Owners or occupants of Unit Owners' Unit shall notify the Association of the Unit Owners or occupants intention to be absent from the Unit for a period of two (2) weeks or longer. No Unit Owner or occupant shall allow newspapers or other items to accumulate which will indicate the Unit Owner's or occupant's absence from the Unit.

4.3 The Unit Owner who fails to comply with this provision shall assume the responsibility of any resulting damage(s) or additional resulting damages caused by their non-compliance with this provision.

4.4 All Unit Owners need to be aware of who is entering the building through the any external door, or the garage doors. If someone follows a Unit Owner

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in the front entrance door, the Unit Owner is not to allow said person into the Common Area unless Unit Owner knows said person. If a service provider has been called, they need to contact the appropriate party for admittance. There have been incidents where the service provider has just come in without the knowledge of the contact person. If you do not recognize someone as living here, please do not let them gain access. Do not give out the code to those other than family members.

- 4.5 All first floor Unit Owners must keep their patio door locked when they are not in their Unit to prevent anyone unfamiliar from entering our building and for their own protection as well as all Unit Owners' protection.
- 4.6 No Unit Owner shall change the entry lock to his/her Unit, since this would negate use of the master key to be used in case of an emergency inside the Unit.

ARTICLE V SANITATION

- 5.1 In addition to the provisions of Declaration No. 11.4, the Common Elements shall not be obstructed, littered, defaced, damaged or misused in any manner. If something is spilled on walls, carpets or walkway, or, if a child or dog has an accident, it is the Unit Owner's responsibility to clean up after him/herself.
- 5.2 All Unit Owners shall be responsible for adhering to any laws, ordinances, and/or Rules pertaining to recycling as dictated by any Governmental, Quasi-Governmental and/or Association authority.
- 5.3 Dryer vent cleaning will be performed every other year. This is a mandatory procedure. The Unit Owner will pay for the inside cleaning and the Association will cover the cost of cleaning the vents from the outside. Management will provide for a person to stay with the vendor while inside a Unit if the Owner will not be able to be available.

ARTICLE VI MANAGEMENT

- 6.1 No Unit Owner or occupant of a Unit Owner's Unit shall attempt to direct, supervise, or in any manner assert control over any Association contracted worker(s). Poor workmanship or performance of such individual should be reported to the Board or to the property management company immediately.

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- 6.2 In the event the majority of the Association votes to utilize the services of a professional management company to which assessments are remitted by the Unit Owners or which is otherwise responsible for the accounting of paid and unpaid assessments or notifying the Unit Owner of the balance of Unit Owner's account or responsible for enforcement of the provisions of the Declaration, the By-laws and/or these Rules and Regulations, all requirements or duties of the Association and/or officers (Board of Directors) shall be the requirements or duties of the management company so retained by the Association. All notices and/or requests to the Association shall be directed to the management company for presentation to the Board of Directors.
- 6.3 The Common hallways, as well as all Unit entry doors will be maintained by the Association

ARTICLE VII
PATIOS/SIDEWALK/DRIVEWAY/POND/BALCONIES

- 7.1 A Unit Owner or occupant(s) shall control all barbecue fires, smoke and/or offensive odors so as to not disturb or be dangerous to the neighboring Unit Owners, neighboring Units or the Common Elements.
- 7.2 Any Unit Owner may grill under the following guidelines:
- (a) Charcoal/gas grills (propane tanks) cannot be used or stored on any balcony deck. Propane tanks are very combustible. Gas and/or charcoal grills may only be stored on the first floor patios.
 - (b) Charcoal/gas grills must be at least eighteen inches away from the edge of the patio. Unit Owners on the front side of the building may place their grills on the grass. Unit Owners on the backside of Sylvan Condominium Homes, Inc. may grill on the grassy area but are required to water down the area under and around the grill.
 - (c) It is suggested that all Unit Owners and their occupants who grill on Sylvan Condominium Homes, Inc. property should have a qualified, fully operational fire extinguisher within reach any time a grill is in use. The grill(s) are not to be left unattended. Unit Owners need to make sure the ashes are under control and that the grill is not put on the first floor patio until the grill has cooled down.

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- (d) Unit Owners may store charcoal or gas grill(s) in their storage lockers. Grills must be fully cooled down, and gas tanks must be disconnected to prevent a possible fire. Again, this is due to the fact that we have a shared common element (interest).
- 7.3 No boxes, bicycles, ladders, coolers, carriages or other similar items shall be stored on the patios. No clothes, sheets, blankets, rugs, laundry or other similar unsightly items shall be hung and/or displayed from the patios or balcony decks. After shaking your rugs lay them flat on the patio/balcony. In addition, no such items shall be placed in any Unit or on the Common Elements so as to display same to or from any Common Elements or Limited Common Elements. No clothesline of any fashion or material shall be placed on the patios.
- 7.4 No antenna, other than a permanent condominium television antenna and/or satellite dish if so approved and installed by order of the Board of Directors shall be placed on any portion of the Common Elements or the patios. Check for size requirement.
- 7.5 Roller skates, roller blades and skateboards – to protect the safety of pedestrians and avoid potential lawsuits due to the possibility of injury either to the operator or to a pedestrian, the use of roller skates, roller blades and skateboards is not permitted by any person in any area of Sylvan Condominium Homes, Inc.
- 7.6 Bicycles shall not be left on the driveway or sidewalk or grass at any time. Bicycles shall be parked in the bike rack(s) located on either end of the underground garage. It is permissible to use the overhead garage door when exiting and entering the garage with your bicycle.
- 7.7 Because of the potential damage to the surrounding area of the pond, the feeding of water fowl is prohibited.
- 7.8 Bird feeders of any kind are not permitted. Exception: Drip-less humming bird feeders.
- 7.9 Garbage is not allowed on the patios/balconies at any time.
- 7.10 Recycle Bin for Plastics/Glass Bottles:
According to our waste removal contract, the following must be done: If this is not followed, the Association will be fined \$100 for each occurrence
- (a) Recycle Bin for Paper/Cardboard/Boxes – collapse cardboard boxes of any kind prior to disposing so they are flat – no pizza boxes may be thrown into Recycle bin.

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- (b) Dumpster for Garbage – daily garbage, pizza boxes, small pieces of furniture.
- (c) No large appliances or furniture items are to be placed outside the dumpsters, nor put in any of the recycle bins, i.e., refrigerators, TVs, washing machines, dryers, furniture, patio doors. Unit Owner must make arrangements for removal of said items at their own expense.
- (d) Window screens, etc. that will fit into the garbage dumpster may be put into it (not left outside of it).
- (e) No hazardous waste may be put in any of the bins. This includes liquid paint, light bulbs and batteries. Fluorescent light bulbs should be placed in the special container, located at the elevator door.
- (f) No tires of any type may be disposed of in any of the bins.
- (g) No concrete may be disposed of in any of the bins.

ARTICLE VIII VEHICLES, PARKING, GARAGE AND STORAGE LOCKERS

The following Rules and Regulations are in addition to or in conjunction with the provisions of By-Law Article VIII, 8.1 (d).

- 8.1 No Unit Owner or occupant of a Unit Owner's Unit shall park any vehicle in the limited-common assigned parking area of another Unit Owner without his/her prior permission.
- 8.2 No vehicle shall travel at a rate of speed in excess of ten miles per hour in any parking or drive area of Sylvan Condominium Homes, Inc.
- 8.3 "Rental" spots for automobiles, if available, can be rented from the Association for a fee of \$30 per month.
- 8.4 Unit Owner or occupant of a Unit Owner, who requires a parking space to park a vehicle which cannot be moved on a weekly basis, must obtain prior written authorization from the Board.
- 8.5 No inoperable vehicle of any type shall be parked in any parking area of Sylvan Condominium Homes, Inc. At no time will junk cars or junk vehicles be allowed in the parking areas. Junk vehicles are defined as vehicles that

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are inoperable. Junk vehicles will be reported to the Police Department, ticketed and towed away at the Unit Owner's expense.

- 8.6 No repair and/or maintenance of a vehicle(s) shall be allowed on any common or limited-common area(s) of Sylvan Condominium Homes, Inc.
- 8.7 No vehicles are to be washed in the underground garage. Cars may be washed outside on either the east or west side of the building.
- 8.8 Due to required periodic maintenance of and snow removal from Sylvan Condominium Homes, Inc. parking areas, no vehicle of any type, which cannot be moved on a daily basis, shall be parked in any of Sylvan Condominium Homes, Inc. parking areas.
- 8.9 When a snowstorm is forecasted, Unit Owners are to park in their underground spot. If a vehicle is found to be parked in front, the Unit Owner will be fined \$25 and will need to shovel out the area. Owners and renters must utilize their assigned underground parking spaces. Spaces may be rented from the Association, if needed.
- 8.10 Unit Owners should utilize their parking spaces in the garage but may also use the surface parking for a short period of time. Condominium By-Laws prohibit the extended parking of a vehicle on condominium (common) property. Any Owner who should encounter an emergency situation (such as temporary occupation of the Unit by an additional child/guest) which will cause the necessity for a vehicle to be parked as such for a period in excess of seven (7) days should follow these procedures:
- (a) The Unit Owner must present an application in writing to the Board PRIOR to the parking of said vehicle. The application should state:
 - (1) length of parking permit requested
 - (2) the reason for the request
 - (3) name of Unit Owner and name of vehicle Owner
 - (4) license number
 - (5) Make/model/year of vehicle.

The application will be reviewed by the Board who will make decisions on a case by case basis. Initial requests for up to three months may be made.

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- (b) Upon the approval of such a request, the Unit Owner shall submit a fee of \$30.00 per month or a single payment of \$50 for a three-month period. The vehicle shall be parked in a “guest” parking spot according to the directions of the Board as stipulated in the permit. Any snow removal problems encountered due to the parking of the vehicle shall be the responsibility of the Unit Owner. Parking spots 5, 7 and 37 be retained by the Association which will be available for the temporary loading and unloading of elderly or handicapped individuals. At all other times, utilize your parking spot
- 8.10 Operation of all two-wheeled and three-wheeled motor bikes or go-carts is prohibited at Sylvan Condominium Homes excluding the following: mopeds and all other such motorized vehicles, regardless of size.
 - (a) These vehicles must be properly licensed by the Department of Transportation; and
 - (b) These vehicles must be operated by individuals who are 16 years of age or older and who are properly licensed.
- 8.11 Due to the potential for fire and/or personal injury, unreasonable amounts of newspapers, empty boxes, or flammable materials and the like shall not be kept for any unreasonable length of time in the garage, storage locker and/or Unit of Sylvan Condominium Homes, Inc. Due to the hazardous nature of such items, any such item(s) found in violation of this provision may be confiscated by the Board. In addition, there shall be no use of any grill, barbecue cooking stove or the like in the garage area. No personal items may be out in the open other than cars, bikes and shopping carts.
- 8.12 Cooking, sleeping and/or residing in any vehicle, whether temporary in nature or otherwise, is prohibited in all areas of Sylvan Condominium Homes, Inc.

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**ARTICLE IX
PET POLICY**

9.1 An application for a pet permit may be made in writing to the President or Secretary of the Association and must be accompanied by a picture of the animal. Each request shall be signed by the President or the Secretary and shall contain the following information:

- (a) Name and Unit number of the permit holder;
- (b) A description and photograph of the pet.
- (c) The date of issuance.
- (d) Name and breed of the pet.

A permit shall be effective when signed by an appropriate officer and a copy signed by the permit holder is placed on file with the Association. The President may designate a standard form of permit.

Dogs: Not more than one dog weighing a maximum of 40 pounds shall be permitted in each Unit. Barking of dog(s) must be kept to a minimum even if it means having a bark collar in place. The dog may also be required to be muzzled when in Limited Common Areas.

- (a) The Board may also require a statement of a licensed veterinarian, saying that the dog is not over 40 pounds. It must also include a copy of his/her immunization schedule.
- (b) The home Owner has ten (10) days in which to provide a detailed description of the dog.
- (c) All dogs must be neutered or spayed.
- (d) Any dog currently permitted as of the date of the original permit will be grandfathered in should there be a change in Policy.
- (e) Any dog designated as an "animal assisting the handicapped, regardless of weight," under Wis. Stats. §106.50 (2r)(bm): The keeping of any such animal assisting the handicapped shall neither affect nor be affected by the Rules herein, except that no additional dog shall be permitted in the same Unit.
- (f) Guest dogs are allowed. It is the Unit Owner's responsibility to follow the Rules listed above.

9.2 Cats: Not more than two (2) cats shall be permitted in each Unit.

- (a) All cats must be spayed or neutered.

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9.3 Rules and Regulations:

- (a) The terms of the Declaration are incorporated herein.
- (b) Animals may be permitted subject to weight and other restrictions as the Board of Directors deems reasonable in their sole discretion.
- (c) No pet shall be permitted on the Common Elements unless on a leash and within the control of a person. Unit Owner must be present at all times and cannot leave the pet unattended outside.
- (d) Dogs and cats are the only pets permitted on the Common Elements.
- (e) Pet Owners shall be responsible for the pick-up and removal of pet waste on common grounds. Any Owner who fails to pick up and remove pet waste from such grounds will be fined. Pet Owners must supply their own bags for immediate removal of all waste matter and deposit the bags in dumpsters or the garbage bin outside lobby door. No waste matter should be disposed of un-bagged. Dogs are not allowed to urinate on bushes or shrubs.
- (f) Pet Owners are responsible for the behavior of their pet and any handler thereof.
- (g) Pets shall be housed exclusively within the Unit in which such pets are permitted under the Declaration, By-Laws and Rules and Regulations.
- (h) Dogs shall be licensed by the Village of Germantown and a copy of such license shall be furnished to the Association upon permit application and on an annual basis. This is a Village ordinance.
- (i) All pets shall be maintained in a manner as to keep any disturbance at a minimum level which in any event must not be a disturbance to the other Unit Owners. Any disputes regarding pets will need to be referred to the Police Department by the Unit Owner. The Board cannot forcibly remove pets. The person making the complaint needs to be present when the police arrive. Also, the only way to remove a pet is to go to court. That expense will be the responsibility of the Unit Owners involved and not of the Association.

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ARTICLE X FIRE DEPARTMENT GUIDELINES/ALARMS

10.1 Small floor mats that fit within the indented areas at each door are permitted. No shoes, etc. are to be left in the interior hallways, per Village of Germantown Fire Department Ordinances.

The main exit from your Unit is the door that leads into Sylvan Condominium Homes, Inc. hallway. The patio doors should remain free and clear for access in case of fire. This is the second exit from your Unit and would also be the way the fire department would remove inhabitants. First floor Unit Owners may escape via the patio door. Second floor Unit Owners may take refuge on the balcony until rescued by the fire department via a ladder. If a fire occurs, Unit Owners should first feel their main exit door and door knob to see if it is hot. If it is, leave by your second exit (patio door). If your main exit doors are not hot, peek outside your door. If it is clear and you do not smell or see smoke, exit and stay low to the ground. Do not use the elevator if the fire alarms have gone off or if there is a fire.

10.2 The Fire Department has asked that all Unit Owners take fire alarms seriously:

- (a) When an alarm goes off, first touch your main door, checking for hot spots. If it is not hot, peek out to make sure there is no smoke or fire in your path or which will blast into your Unit. If the path is clear continue to leave but stay low to the ground;
- (b) All Unit Owners need to evacuate their Unit and meet on the sidewalk in front of the building;
- (c) If Unit Owners need to leave their Unit via the patio, they are to go to sidewalk in front of the building and let a Board Member know they are present; and
- (d) When the alarm goes off, Unit Owners should exit with their pet(s)

ARTICLE XI RULE VIOLATIONS

11.1 Each Unit Owner shall be responsible for the violations of and/or noncompliance with the By-Laws, Rules, Regulations, covenants, conditions or restrictions committed by the Unit Owner, any individual of a Unit Owner's household, any occupant of the Unit Owner's Unit, any

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tenant or sub-tenant of the Unit Owner's guest or visitor or the Unit Owner's occupant's guest or visitor.

- 11.2 All Unit Owners and occupants of Unit Owners' Unit must report, in writing, any alleged violation of or noncompliance with the By-Laws, Rules and Regulations, covenants, conditions or restrictions as required hereunder and will be kept confidential. Please deposit in locked fee Association box.

Upon the Board's written notification of information regarding an alleged violation of or non-compliance with any By-Laws, Rules, Regulations, covenants, conditions or restrictions, by any Unit Owner, the Board shall furnish written notice to the Unit Owner by personal delivery or by regular mail to the Unit Owner's last known mailing address informing the Unit Owner of the alleged violation or noncompliance and of the possible imposition of a fine. If the Unit Owner, 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, 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 the same shall constitute an assessment as said term is utilized in Wis. Stats. §703.165(1-8). Unpaid fines shall incur interest at the rate of interest provided in Article II, Section 2.10 of these Rules and Regulations.

- 11.3 Any Unit Owner who shall consider that he or she is unfairly accused of a violation 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 Unit Owners 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 Unit Owner requesting the hearing, unless it is found by the impartial referee that the Board proceeded in bad faith or without substantial cause.

- 11.4 The notice furnished by the Board informing the Unit Owner of the alleged violation or noncompliance shall contain the following.

- (a) the name of the Unit Owner,
- (b) the date of delivery of the notice upon the Unit Owner,
- (c) the date(s) of the alleged violation,
- (d) a description of the rule(s) or regulation(s) allegedly violated,

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- (e) the amount of the fine(s) that may result,
- (f) a description of what procedure(s) the Unit Owner must take, if any, to cure the violation(s) and state the requirement of written intent to cure be made upon the president within seven (7) days.
- (g) information regarding the Unit Owners' right to demand a hearing.

11.5 Unit Owner has seven (7) days in which to make his demand,

- (a) such demand must be made to the President,
- (b) 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 Unit Owner, together with any cost and reasonable attorney fees incurred, and shall constitute an assessment upon the Unit Owner's Unit,
- (c) 3. The cost of the hearing will be borne by the Unit Owner unless the impartial referee determines that the Board proceeded in bad faith, or without substantial cause,

11.6 Upon a Unit Owner's failure to demand a hearing and after the required period of time given the Unit Owner to make such a demand, or upon a finding, by the impartial referee, of actual violation if the Unit Owner has timely demanded a hearing, the Board shall notify the Unit Owner in writing, by regular mail, of the imposition of the fine. The notice shall inform the Unit Owner 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 Unit Owner's Unit. The fine, together with any collection costs, shall incur interest at the rate of interest provided in Article II, Section 2.10 of these Rules & Regulations commencing eight (8) days after delivery of the notice until said amount is paid in full.

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ARTICLE XII AVAILABLE REMEDIES AND FINES

- 12.1 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 Unit Owner's violation of or noncompliance with the By-Laws, Rules, Regulations, covenants, conditions or restrictions:
- (a) A WRITTEN WARNING for a Unit Owner's first violation of or non-compliance with a specific By-Law, Rules and Regulations, covenant, condition or restriction.
 - (b) FIFTY DOLLARS (\$50) for a second violation of or noncompliance with a specific By-Law, rule, regulation, covenant, condition or restrictions for which the Unit Owner received a written warning pursuant to paragraph (a) immediately above.
 - (c) ONE HUNDRED DOLLARS (\$100) for each successive violation of or noncompliance with a specific by-Law, rule, regulation, covenant, condition or restriction for which the Unit Owner received a written warning pursuant to paragraph (a) immediately above, and incurred the imposition of the fine prescribed in paragraph (b) immediately above.
- 12.2 In addition to the provisions of Section 1 hereof, the remedy provisions of By-Law, Article VIII, 8.1(l) shall remain available to the Association.

ARTICLE XIII GENERAL PRINCIPLES

- 13.1 The Board of Directors shall adopt Rules and Regulations governing the use of the Common Elements and Units, as same are defined in the Declaration, and the personal conduct of the Unit Owners and the Unit Owner's family, tenants and guests thereon. Such Rules and Regulations will be so adopted in light of the duties and rights established in the Declaration. The Board shall publish and furnish to each Unit Owner the specific Rules and Regulations as adopted from time to time.
- 13.2 The Board of Directors shall retain the right to make reasonable decisions based on a solely "subjective" basis as they may deem to be in the best interest of the Association.

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- 13.3 When a Unit Owner is no longer a member of the Board of Directors he/she is never to discuss any confidential information which transpired prior to or during his/her term(s) with other Unit Owners
- 13.4 All provisions of the Declarations and By-Laws shall remain unchanged. If there is any conflict between any provision of the Declaration and any provision of the Rules and Regulations, the provision of the Declaration shall control. If there is any conflict between any provision of the By-Laws and any provision of the Rules and Regulations, the provision of the By-Laws shall control.

SUGGESTION BOX

- (a) The suggestion box is for any and all suggestions, comments, issues, problems, etc.
- (b) If you want a Board Member to contact you, please leave a signed written note in the box. Forms are available in the office next to the elevator.
- (c) If a Unit Owner puts any suggestion/note in the Suggestion Box, said Unit Owner must sign their name. If a Unit Owner does not sign their name, the suggestion/note will be disregarded.
- (d) If a Unit Owner has a personal issue or a complaint, said Unit Owner may put the signed note in the locked box in the office. The Board cannot respond to the Unit Owner if it does not know who has the issue.
- (e) The suggestion box and locked box are opened on a regular basis by a Board Member. The Board will attempt to review notes in the Suggestion Box or Locked Box in a timely manner.

DEFINITIONS

Unit Owner(s): Husband and wife, husband or wife, single person or family member(s) living permanently with Unit Owner(s). The Unit Owner as defined here is the only party recognized at Unit Owner meetings and Board of Director quarterly and annual meetings.

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Guest(s)/Occupant(s): renters; girl/boyfriend(s) living with single person; any and all visitors.

Common Element(s): Refer to Declaration No. 6, 11(2) and By-Laws, Article VII, 7.2

Limited Common Element(s): Refer to Declaration No. 7, 11(3) and By-Laws Article VII, 7.3

Revised August 12, 2019

Sylvan Condominium Homes, Inc.

Rules and Regulations

Revised June 1, 2015

**RESOLUTION AMENDING THE RULES AND REGULATIONS
THE BOARD OF DIRECTORS
SYLVAN CONDOMINIUM HOMES, INC.**

Recital

The Board desires to ensure that the Rules and Regulations are consistent with the Association's Bylaws with respect to the recently adopted owner-occupancy requirement found in Article VIII, 8.1 (b) and (c).

Resolution

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Article V of the Rules and Regulations, titled "Leasing of Unit" shall be deleted in its entirety.

BE IT FURTHER RESOLVED, that the subsequent Articles in the Rules and Regulations shall be renumbered to reflect this deletion.

BE IT FURTHER RESOLVED, that this amendment to the Rules and Regulations shall take effect immediately and shall be distributed to all owners.

Amendment considered at meeting held on May 31, 2015

Motion made by: Dan Kletti

Seconded by: Joann Berg

Signed: Susan M. Boquist
Secretary