

**TOWNHOMES OF RIVER PLACE WAUKESHA, WISCONSIN
COMMON ELEMENT RULES AND REGULATIONS**

Adopted by the Board of Directors: June 5, 2002; revised January 4, 2006; revised May, 2008; revised September 1, 2011; revised June 1, 2012, revised June 1, 2014; revised May 1, 2015; Revised August 1, 2021

Effective: November 1, 2021

In order to co-exist in harmony, we all must abide by certain rules and regulations. Therefore, in an effort to ensure that property values are maintained and all residents of the Townhomes of River Place enjoy living as safe and stress-free as possible, the Board of Townhomes of River Place has prepared the following Rules and Regulations for the complex and its residents.

Item (c) under Section 1, of Article VI of the By-Laws of Townhomes of River Place, Inc., states that the Board of Directors has the power and duty to “Adopt and publish rules and regulations governing the use of the Common elements and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.” Item (g) under Section 2 states that it shall be the duty of the Board of Directors to cause the Common Elements to be maintained.

As defined by the Declaration, Common Elements shall mean and refer to the common areas and facilities consisting of the land and the entire premises described in the legal description of the land, “excepting the Units and excepting and subject to any structures built or improvement installed by or for public utilities.”

Limited Common Elements are defined as those common elements reserved for the exclusive use of one or more, but less than all, of the owners of units located in one building. For example, the patio and the area immediately outside of a unit owner’s garage where the resident’s or guest’s vehicle may be temporarily parked.

It is not the intent of the Board of Directors to police the complex looking for violations to these Rules and Regulations. However, it is hoped that these Rules and Regulations will serve as guidelines, which will encourage residents to abide by the Declaration, the By-Laws and these Rules. All governing documents will be enforced in order that unit owner’s investments in property here will not diminish.

To report violations, please call Prospect Management Company at 414.540.0004 during business hours.

Board of Directors
Townhomes of River Place

SECTION I – Animals & Pets

1. All dogs shall be properly licensed and tagged and be in compliance with City of Waukesha ordinances.
2. No unit owner shall keep a dangerous or vicious dog within the premises in accordance with Wisconsin State statute (174.02) and Waukesha City ordinance (11.24).
 - A. A dangerous dog is defined as one that has chased or approached a person in either a menacing fashion or an apparent attitude of attack, or attempted to otherwise endanger a person.
 - B. A vicious dog is defined as one that has caused bodily injury or killed any person or another animal.
 - C. This does not include dogs trained to assist law enforcement personnel in the performance of their duties, a dog acting to protect its owner from a person committing or attempting to commit a criminal trespass or other criminal offense, or a dog provoked because it is being teased, tormented or abused by a person.
3. No animal shall be kept, bred or maintained for commercial purposes.
4. Pets shall be restrained on a leash while on Fox River Condominium common elements.
5. Pet owners and/or keepers shall immediately clean up feces created by their pet as called for by City of Waukesha ordinances. Any feces removal equipment, i.e., containers, pooper scoopers, must be kept inside garage.
6. No pet shall be allowed to create a nuisance or unreasonable disturbance, or display undesirable behavior while within the common elements. A unit owner is responsible for the actions and clean-up of pets of anyone living in or visiting his or her unit and for the repair of any damage caused by a pet to the common elements property and deemed necessary by the Board of Directors or the management agent.
7. No pets shall be left unsupervised while outside. Pets shall not be tied, chained, caged or staked to a building, pillars, plantings, trees, grassy areas or other common elements. A chain or leash should be of sufficient length to prevent encroachment on a neighbor's area or common driving surfaces. Tie-out stakes are permitted in stone/mulch beds only; leashes or chains must be removed when not in use. Any damage to mowing equipment or sprinkler systems caused by a pet chain, leash or tie-out stake will be the dog/unit owner's responsibility.

SECTION II – Building Exteriors

1. Nothing shall be done to alter the appearance of buildings, grounds and common elements even on a temporary basis.
2. Permission must be obtained from the Board of Directors before placing any items within the common elements.
3. Items shall not be mounted to the siding of a building or any other common element.
4. Holiday lights and other decorations are allowed. Decorations shall be removed within 30 days after the holiday. Decorations may be temporarily secured on gutters and downspouts

using plastic fasteners only. Electrical cords shall not be placed in gutters and downspouts, or across sidewalks or driving surfaces.

5. Erecting or installing a radio or television antenna on roofs, siding or any other surface or within an attic is prohibited.
6. Satellite dishes may be installed in appropriate areas only after approval has been obtained from the Board of Directors. Appropriate areas for placement are on the patio or ground or on the side yard.
 - A. To request approval for a satellite dish, owners shall complete and submit the Architectural Change form available from the management agent, along with a non-refundable \$100 fee, providing a description of the installation site and the size of the satellite dish.
 - B. No dish shall be placed on a roof or sides of a building or patio-dividing wall. Violation will result in a \$300 assessment against the unit owner and removal of the dish.
 - C. Size of dish shall not exceed 24 inches. Violation will result in a \$300 assessment against the unit owner and removal of the dish.
7. Tampering with any solar light sensor, water closet heater or adjusting the irrigation system or its controls is prohibited. For example, if water from the in-ground sprinkling system needs to be redirected, contact the management agent to have the adjustments made.

SECTION III – General Grounds

1. Planting annual flowers in any existing shrub bed, flowerbed or tree ring area is allowed.
2. Adding or mixing non-conforming wood chips or decorative stones to the existing shrub bed, flower bed or tree ring is prohibited.
3. Small flower garden plots may be tactfully placed alongside patios after the Board of Directors approves an outline of the proposed garden tract.
4. Removing or altering planted flowers, shrubs, bushes or trees is prohibited.
5. Except for bird feeders, unit owners shall not leave food outside which may attract animals.
6. Any swimming pool larger than the standard child's wading pool is prohibited. Wading pools shall not be placed in a location that will cause damage to the grass.
7. The storage of baby carriages, bicycles, children's toys, wagons, playpens, sandboxes, or play structures, etc. is prohibited on the patio and within the common elements.
8. Items except tables, chairs and grills shall be removed from patios in the winter. No items shall be stored on sidewalks, mulch areas, or water room access areas at any time.
9. Portable athletic equipment, such as basketball hoops, may be temporarily placed immediately outside the unit owner's garage or approach to the garage where they will not impede traffic and/or emergency vehicles. Basketball hoops and similar items may not be used prior to 9 a.m. or after sunset and shall be kept in the garage or unit at night.
10. Care must be taken with the use of barbeque grills and outdoor heating units, which shall not be left unattended. Care must be taken to ensure that smoke and fumes do not create a nuisance for the occupants of other units. In accordance with Wisconsin State law, no grill shall be ignited within ten (10) feet of a building and must remain at least ten (10) feet from

the building until completely extinguished. Portable fireplaces and fire pits are strictly prohibited.

11. Games or other activities that create a nuisance, cause damage or disrupt the peace are prohibited within the common elements and limited common elements. Children playing in a common element area must be supervised at all times. No fireworks are allowed at any time in the entire complex.
12. Bicycles, skateboards, in-line skates and scooters shall be operated responsibly so as to not create a nuisance or liability problems on the common elements. Residents are encouraged to take advantage of the nearby bicycle path.
13. Operation of mini-bikes, go-carts, ATVs or snowmobiles on the property is prohibited.
14. Performing vehicle maintenance and/or restoration on the common elements is prohibited.

SECTION IV – Parking and Traffic

1. All drive-through areas, not including approaches to garages or visitor parking spaces, are considered fire lanes. No parking is allowed in these areas at any time.
2. The speed limit within the entire complex is 10 miles per hour.
3. All residents' vehicles shall be parked in the unit owner's garage or on the approach to the garage. Vehicles parked on the approach to a garage are not to impede emergency vehicles from having access to the fire lane. Resident's vehicles shall not be parked in other driveway locations or parking areas reserved for guests without a permit.
4. **In the event that a resident has a legitimate need for additional space for parking**, the resident may rent a "Reserved" parking spot in the visitor parking area at a cost of \$75.00 per month. To do this, the resident will be required to complete a Reserved Parking Permit Request Form available from the management agent. Reserved Parking spaces have been designated throughout the guest parking area. The Parking Permits when issued will be specific to a designated "Reserved" parking space. Attempts will be made to assign a space which is as convenient as possible for the resident. Once a Reserved Parking Permit is issued, it may be used for any one vehicle registered to that permit at any given time. Information on the Parking Permit Request Form must include license number, make, model, and color of any and all vehicles which may be parked in their rented "Reserved" space. All parking spaces not marked "Reserved" are to be left open and available to Visitors. The parking permit is to be displayed prominently by hanging it from the rearview mirror with the unit number facing outward. **Any resident parking in a non-Reserved visitor space will also be in violation of this rule and subject to fine. Permits may not be duplicated and will be revoked if abused or used inappropriately. Refer to Section IX - Enforcement for information regarding assessments to be levied against a homeowner who violates this Rule.**
5. Guests may park only in designated parking spaces or along the street. Guest spaces are marked with yellow lines. All guest vehicles must comply with condominium association rules and regulations. Unit owners are responsible to ensure that guest vehicles comply with the parking regulations.

6. The following vehicles are not permitted in areas designated for guest parking: (a) a vehicle that belongs to a unit owner or lessee or a household member of a unit owner or lessee without a valid permit; (b) a vehicle that is in a state of disrepair rendering it incapable of being driven; (c) a vehicle that has not been used or moved for three consecutive days or more; and (d) a vehicle that does not have a valid license plate or current registration.
7. Boats, trailers, campers, RVs, mobile homes, semi-trailer cabs and similar vehicles are not to be parked or stored in the common elements.
8. It is illegal to park overnight on a City of Waukesha street without a permit. Permits for three-night, one-month and three-month parking may be obtained from the Waukesha Police Department for a fee. Call 262-524-3831 for more information.
9. Owners whose vehicles impede snow removal from the garage approach will be responsible for snow removal in that area, or be assessed a fee for additional plowing.
10. Parking a vehicle that blocks access to or from a neighbor's garage is strictly prohibited.
11. Parking in backup or turnaround areas is strictly prohibited.

SECTION V - Signs

1. One real estate or "For Sale" sign not exceeding 18 by 24 inches may be temporarily placed in front of a unit in the stone/mulch bed. Signs suspended from posts, and any other signs, posters, or advertising materials placed on walls, windows or patio doors are prohibited.
2. Signs at drive entrances, flags or extra unit signs are allowed on real estate open house days only. All must be removed at the end of the open house.
3. Signs announcing a garage sale, rummage sale, or estate sale are prohibited unless approved by the Board of Directors. If approved, a sign may be temporarily placed at the entrance of the driveway from the street. Unit owners are responsible for ensuring visitors comply with parking regulations.

SECTIONS VI – Alterations

1. No changes shall be made to the location of a unit's air-conditioning unit without the approval of the Board of Directors. Use the Architectural Change form available from the management agent to request approval to relocate an air-conditioning unit.
2. No alterations of windows or exterior doors are permitted without the approval of the Board of Directors. Use the Architectural Change Form available from the management agent to request approval to alter or replace any exterior windows or doors.

SECTION VII – Garbage

1. All garbage and items to be recycled shall be stored in receptacles. Each unit owner should place their address on their receptacles.
2. Recyclable items should be separated from the garbage and placed in the bin provided to all residents. Additional bins may be purchased from the City of Waukesha Engineering Department located in the Annex across the street from City Hall.

3. Garbage receptacles shall be placed outside the garage no earlier than the night before pickup (currently Fridays, or a day later if there has been a holiday). Empty garbage containers must be returned to the garage within 24 hours of garbage pick-up day.
4. Residents are expected to bag all garbage and take the necessary steps to prevent recycling from blowing around. If trash or recycling has been scattered by wind, it is the responsibility of the offending resident to retrieve and dispose of it properly.

SECTION VIII – Lease or Sublease

1. A unit owner who rents his or her unit must use a written lease or rental agreement. The written lease or rental agreement shall contain a statement obligating all tenants to abide by the Declaration, Bylaws, and Rules and Regulations of the Association. A unit owner who leases their unit may, but is not required to, use the written lease form provided by the management agent on behalf of Board of Directors.
2. Any unit owner who enters into a lease or rental agreement for their unit shall provide the management agent with a copy of such lease or rental agreement at least five (5) business days prior to the tenant's anticipated occupancy.
3. The rights and obligations of any tenant of any unit shall be subject to the covenants, conditions and restrictions set forth in the Condominium Documents. Both the tenant and the unit owner shall be liable to the Association for tenant violations of the Condominium Documents or damage to common areas caused by tenants, whether or not the unit owner has actual knowledge of the tenant's conduct.
4. Unit owners shall provide their tenants with a copy of all the Condominium Documents including, but not limited to, a copy of these Rules and Regulations. A signed receipt of same shall be provided to the management agent.
5. No unit shall be leased or rented for a period of less than twelve (12) months.
6. No rooms in any unit may be rented, and no transient tenants may be accommodated.
7. All unit owners who lease to a tenant shall provide to the management agent the name and contact information of the tenant as well as any agent retained by the unit owner to manage the unit on the owner's behalf. The unit owner is responsible at all times for the enforcement of the Association Rules and Regulations and Architectural Standards in accordance with the Declaration and By-laws.

SECTION IX – Enforcement

After determining there is a violation of the Declaration, the By-Laws or these Rules and Regulations adopted by the Board of Directors of the Townhomes of River Place, the management agent shall notify the unit owner and resident in writing of the violation.

Assessments may be levied against a unit owner in the amount of \$50 for the first violation, \$100 for the second violation and \$100 for the third and subsequent violations. If the violation does not pose a danger, the unit owner charged will have 10 days to remedy the situation to abide by the Declaration, the By-Laws and the Rules and Regulations before assessments are actually

levied for the initial violation only. If a dangerous violation exists, the unit owner will be ordered to remedy the situation immediately.

There will be no grace period regarding assessments levied for a similar subsequent offense once it has been determined that a resident is guilty of an offense.

Any unit owner or resident who receives notice of a violation may, within seven working days after receipt of such notice, ask for an informal hearing before the Board of Directors. An informal hearing shall be held (1) within seven working days, (2) at a time convenient to both parties, or (3) at the next regularly scheduled board meeting. The Board of Directors shall take no action until the informal hearing has been held and notice of the final decision of the Board of Directors has been delivered to the unit owner and resident. The decision of the Board of Directors will be rendered within three working days after the hearing. Decisions will be final and binding.

Should no request for an informal hearing be received by the management agent within seven working days after the unit owner and/or resident is notified of the violation, the unit owner or resident acknowledges that the violation is justified and the assessments are to be submitted to the management agent within 30 days of the date of the first notice. If the violation is not corrected as a first offense, subsequent assessments will be levied and legal action may be initiated. As a final measure, a lien may be placed against the unit owner's property until the matter is resolved.

In addition to the assessment levied against the unit owner, any expenses incurred by the Board of Directors or the management agent in connection with the enforcement of the Fox River Condominium Declaration, its By-Laws and the Association's Rules and Regulations, including amendments to the rules and regulations that may have been adopted by the Board of Directors shall be charged to the offending unit owner or resident.