

FALCON WOODS TOWNHOMES CONDOMINIUM ASSOCIATION, INC.

HANDBOOK OF RULES & REGULATIONS

Welcome to Falcon Woods!

We, Falcon Woods Townhomes Condominium Association, Inc. (the, "Association"), are hoping you are settled into your new home and are meeting your new neighborhood community.

We aim, through the Association Rules & Regulations, to ensure Falcon Woods Townhome Condominiums remains a wonderful place to live, and that it maintains its reputation for luxury living surrounded in nature's refuge.

In order to accomplish this, the Rules and Regulations adopted by the Association apply specifically to living in Falcon Woods Townhomes Condominium (the "Condominium"). These rules are adopted pursuant to the rights of the Association as set forth in the Declaration of Condominium for Falcon Woods Townhomes, A Condominium (the "Declaration"). We encourage you to read that document in full, for more thorough information.

Please retain this booklet for your files. It is your resource for understanding the day to day aspects of condominium ownership. If you have questions that are not found here, feel free to contact the Association. Additional information is also contained in the Declaration and Bylaws.

Enjoy your new home, and welcome to the neighborhood!



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I INTRODUCTION

(Refer to the Declaration - Article VII 7.01-7.12)

1. Falcon Woods Townhomes Condominium was built as a condominium by Millennium Dream Homes, LLC.
2. The property consists of thirty (30) condominium units at the following address location: 405 Falcon Ridge Dr, Burlington, WI 53105.
3. Being located in the City of Racine, the condominium utilizes the 100 S. Pine St, Burlington, WI 53105 Post Office, and the City of Burlington Police and Fire Departments.
4. As a private condominium association, the Association is governed by the Declaration and the Bylaws. In accordance with the Declaration and the Bylaws, the Association Board (the "Board") is elected from unit owner membership, and its Association's affairs are managed by the Board on behalf of the Unit Owners of the thirty (30). There are three Board members who serve, without compensation, for one- and two-year terms.
5. The Annual Meeting is held in in accordance with the Bylaws, currently scheduled in December.
6. The Association retains the service of a professional management company to manage the day-to-day operations of the Condominium (the "Management Company").
7. As a condominium property, a master policy for insurance coverage is purchased by the Association. Each Unit Owner must obtain insurance at his/her own expense affording additional coverage upon the Unit, all personal property and for his/her personal liability.
8. Parking is limited. Each Unit is assigned its own two-car garage pad as part of the Declaration. There is to be no automobile parking in common access drives. Additional automobiles or Guests may only park at individual garage pads.
9. All capitalized terms used herein and not defined herein shall have the meaning assigned to such terms in the Declaration.

II. ENVIRONMENT OF COMMON ELEMENTS

A. COMMON ELEMENTS: (Refer to the Declaration Article IV, 4.01-4.03).

The Common Elements consist of property that is owned by all the Unit Owners as Tenants in Common. Examples include the roof, exterior walls, etc. The repair and maintenance of the Common Elements is performed at the Association's expense, in accordance with the Declaration.

CONDOMINIUM ASSOCIATION RESPONSIBILITIES

The Association is responsible for the reasonable maintenance of the following:

1. Building exterior, foundation and roof
2. Parking areas and sidewalks
3. Retention Pond, Landscaping, and their maintenance
4. Natural habitat and wildlife refuge matters
5. Snow removal from parking areas, drive and sidewalks
6. Exterior post lamps and building light fixtures
7. Exterior exterminating services
8. Signs, monuments, and cluster mailboxes
9. Common Elements electrical
10. Rubbish removal service
11. Common Elements cleaning
12. Master insurance

The Common Elements are for the use and enjoyment of all Falcon Woods Townhomes Condominium owners. Therefore, everyone is required to be considerate in his or her use of the areas.

1. Littering is prohibited
2. Any and all damages to the Common Elements caused by a Unit Owner or its tenants, contractors, guests or invitees (any of which, from time to time, maybe referred to herein as "Occupants"), shall be repaired or replace at the expense of the applicable Unit Owner.
3. Any and all items left unattended in the Common Elements may be removed by the Association and stored at the applicable Unit Owner's expense. If no claim for these items is received in writing within 10 days, the Association is free to dispose of those items, and no replacement or monetary reimbursement will be provided by the Association.

4. Noise, that which distracts or disturbs others is prohibited. Occupants shall refrain from any activity that creates a nuisance.
5. Each Unit Owner shall report to the Management Company in writing, telephone, or email, the need for any repairs of the Common Elements of the Condominium that are the obligation of the Association to maintain.
6. Unit Owners must not give work instructions to any service contractor (i.e., painter, snow service personnel, lawn maintenance personnel, etc.) engaged by the Association to perform services at the Condominium. The requirement is not intended to reduce or refuse service; it is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. Any service contractor requests must be submitted in writing, by telephone or email to the Management Company.
7. Placing signs or other advertising devices of any nature on any portion of the Condominium, or from within any Unit visible from the exterior is prohibited. The Association will maintain a list of Units that are for sale or for rent.
8. Access to the retention pond is strictly prohibited.
9. There will be no intentional harvesting of the natural environment in the natural habitat and wildlife refuge. For example, no cutting of timber, picking flowers, foraging mushrooms, etc., is allowed at any time.
10. The natural habitat is the undeveloped portion of the private property of the Condominium. (See exhibit A of the Declaration). It is not public land and therefore there will be no hunting allowed, nor the erection of any buildings, temporary or permanent.
11. Solicitation from profit or non-profit organizations is prohibited on the Condominium property.

III. LIMITED COMMON AREAS

(Refer to the Declaration - Article IV Section 4.01-4.03).

Limited Common Elements are portions of the Condominium that are for the exclusive use of one or more of the Units, but not all of them.

Examples include porches, front sidewalk, garages, etc.

These are designated Common Elements because the Association has control over HOW they are to be maintained. Their complete designation is, however, "Limited Common Elements" because they are private to and serve one or more Units, but not all of them. In most cases, these areas serve only one Unit. Maintenance and repair become the expense of the applicable Unit Owner(s), as applicable, in accordance with the Condominium Declaration. For example, the private deck associated with a particular Unit is for that Unit Owner's use only, and the cost to repair and maintain it is the applicable Unit Owner's expense. However, the Association has the right to approve color and quality of the materials used to repair or replace the private deck as those elements affects the entire Association.

A. Unit Owners are responsible for the maintenance of their Limited Common Areas in accordance with the Declaration.

1. Garage, yard, patio/balcony sales are limited to no more often than two times in any one calendar year.
2. Clotheslines are prohibited.
3. No live fire burning units of any kind allowed on any Limited Common Elements or any portion of the Common Elements. Cooking and the use of barbecue grills may be prohibited in certain areas by Burlington City Ordinance.
4. Furniture, umbrellas, patio/porch furnishings or plant shall not obstruct or be detrimental to the enjoyment of a view for any other Occupant. Excess patio/porch furnishings are prohibited, and subject to the discretion of the Board.
5. Permanent exterior sunscreens are prohibited.
6. Balcony, deck, patio enclosures are prohibited.
7. Balconies, decks, patios, and the front entrances must not be used for storage of items. Reasonably Planters are permitted.

8. Exterior holiday décor must be limited to temporary attachment of display items to an exterior front door. Patio or balcony areas may have temporary trees or displays. (Refer to the Declaration - Article VIII 8.03). Exterior holiday lights or any other décor elements may not be mounted to any portion of the Common Elements.

9. Subject to applicable law, antennas, satellite dishes or similar apparatus may not be affixed to the Condominium anywhere. If applicable law requires the installation of satellite dishes, location of the same shall require the written consent of the Board as to location and manner. In such case, the Board may require consultation with a construction professional of its choice to ensure installation does not cause damage to the Common Elements. The requesting Unit Owner shall be responsible for the cost of any such consultation.

IV. RESIDENTIAL UNITS

(Refer to the Declaration - Article III Section 3.01-3.04). The boundaries of the individually owned Unit and everything within these boundaries built and installed for the exclusive use of such Unit and as further described in the Declaration is "Home Sweet Home." It is the Unit Owner's responsibility to maintain their Unit.

Individual Unit Owner responsibility is defined in the Declaration.

In accordance with the Declaration, the Unit Owner shall be responsible for:

1. Maintenance and replacement of all doors, screen doors, and door lock sets, the exterior of which is subject to the Board's approval as to color and quality of material.
2. Maintenance and replacement of all windows and window screens and their lock sets, the exterior of which is subject to the Board's approval as to color and quality of material.
3. Maintenance of the mailbox key for the mailbox assigned to the applicable Unit. Each unit has a designated box within the cluster mailbox. The Unit Owner shall maintain the key.
4. Maintenance and replacement of all utilities like electric, telephone, cable, or other utility service lines or pipes, wire and conduits exclusively serving a Unit
5. Maintenance and replacement of all heating, cooling, ventilation, and other mechanical equipment serving the Unit.

6. Maintenance of each balcony, deck and/or patio.
7. Maintenance and replacement of the garage door opener/transmitters and garage door lock and key, the exterior of which is subject to the Board's approval as to color and quality of material.
8. Maintenance and replacement of exterior electric outlets serving the Unit.
9. Maintenance and replacement of all appliances serving a Unit.
10. Obtaining and maintaining insurance for private homeowner coverage as set forth in the Declaration.
11. Any additions or changes constructed within a Unit by a Unit Owner, subject to the terms of the Declaration.

B RESIDENTIAL UNIT REQUIREMENTS

Units shall be occupied and used for single family purpose in accordance with the Declaration.

Unit Owners must provide the Management Company with keys necessary to enter the Unit. Entry to Units will only be with the Unit Owners' permission or only in the event of an emergency where damage to person or property is threatened.

Subject to applicable law, nothing shall be done or kept in any Unit hazardous to life, limb, or property or which will increase the rate of insurance or would be in violation of any law.

All window washing of each condominium unit's private windows is the responsibility of the resident.

Storm doors, if later approved as an addition by the Board, shall be subject to the Board's approval, and shall be uniform in appearance throughout the Condominium and not detract from the overall architectural style of the Condominium. Written approval from the Board must be obtained prior to any installation.

V. EXTERIOR BUILDING RESTRICTIONS

1. All modifications to the exterior of the Condominium, including, without limitation any buildings or the grounds, are prohibited without obtaining prior, written consent from the Board.

2. Installation of wiring for electrical, telephone, television, security systems, air conditioning, machines, or the like on the exterior of a building, or which protrudes through the walls, soffits or the roof of a building is prohibited without obtaining prior written consent from the Board.
3. Attaching decorative items to the exterior of a Building is prohibited without obtaining prior written consent from the Board.
4. The use of plastic or other non-glass window or door liner is prohibited on the exterior of any Unit.
5. Broken windows, torn screens, or damaged Unit doors must be repaired immediately by the applicable Unit Owner at such Unit Owner's sole expense.
6. Plants, pots, receptacles, or other decorative articles, which could fall or be wind-blown must not be placed or hung on any deck/balcony. Such articles can become dislodged causing damage to windows and/or to human beings.
7. Any changes in color or décor of the exterior doors are prohibited. The color of the exterior doors are to be pursuant to a color or color scheme approved by the Board.

VI. TRASH REMOVAL

Contact the Management Company for the schedule for trash removal.

1. All trash containers must be kept within each Unit's garage until the evening before trash service pickup. After pickup, all containers must be returned to their garages before midnight.
2. Large items of rubbish (old furniture, mattresses, appliances, old carpeting, padding or rugs, etc.) may not be left outside of a Unit.

All such items must be removed from the Unit at the Unit Owner's expense.

VII. MAILBOX, ADDRESS & KEYS

Unit numbers are part of the address of each Unit.

Contact the Post Office to arrange for mail holds when mail cannot be picked up for three or more consecutive days.

The Association is not responsible for loss of mail or any delivery.

Lost or misplaced mail keys will be replaced at the cost and expense of the applicable Unit Owner. The Association bears no responsibility for any delays in mail resulting from Unit Owner key loss.

The cluster mailbox has several larger mailboxes that may be designated for the use of the Declarant and/or the Association.

VIII. UTILITIES

Each Unit Owner is responsible for the payment of the metered utilities such as electricity and telephone services serving the applicable Unit.

Water and Sewer services are part of the City of Burlington's maintenance fees and are the responsibility of each Unit Owner.

IX. GARAGES

1. Each Unit includes a two-car garage.
2. No portion of a Unit or the Common Elements shall serve as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks or earth must be in containers.
3. The volume of any radio/stereo/sound system emanating from a Unit, including its garage, must be adjusted to a level that will not be heard by others.
4. Except as contained within a gas tank of a vehicle, flammable or noxious materials must not be stored in any garage or parking area.
5. Oil leaks and other surface staining fluids that occur on the pavement approach to the garage must be cleaned immediately by the Unit Owner at the Unit Owner's cost and expense. If not promptly repaired, the Board may cause such repair and the cost shall be charged to the applicable Unit Owner as a Special Assessment.

6. Maintenance/repair or replacement of the garage door opener (transmitter) is the responsibility of the applicable Unit Owner, including light bulbs.

X. MOTOR VEHICLE REQUIREMENTS

All motor vehicles in use on the Condominium property shall be properly licensed and may only be driven by licensed drivers.

All vehicles parking in garage approach must bear current license plates.

Vehicles with loud exhaust systems are prohibited.

XI. PARKING

There shall be no parking at any time in areas designated as fire lanes nor in any area not specifically designed for parking.

Outdoor storage of disabled vehicles or personal property shall not be permitted.

No vehicles shall be parked on any yard.

The following vehicles are prohibited from being stored, kept, or parked anywhere at the Condominium:

1. Trucks, except two-axle trucks with not more than four tires
2. Company vehicles not required for occupational daily commuting purposes
3. Buses
4. Boats or boat trailers
5. RVs, campers or camper trailers
6. ATV, UTV and similar vehicles and their trailers
7. House or other trailers
8. Inoperable vehicles

XII. PETS

Pets are permitted in accordance with the current City of Burlington ordinances. In addition, residents keeping domesticated animals shall abide by municipal sanitary regulations and shall be responsible for any inconveniences cause by such animals.

1. Any pet causing or creating a nuisance or disturbing or violating these Rules and Regulations shall be permanently removed by the applicable Unit Owner from the condominium property upon three (3) days written notice from the Board or Association.
2. Pets are prohibited from freely roaming in any portion of the Condominium outside of a Unit unless carried or leashed and in the company of an individual able to fully control the pet.
3. Dogs, cats, or other usual household pets shall not be kept, bred, or maintained for any purpose.
4. All pets are to be leashed and under control at all times when outside the Unit.
5. NO PET shall be tied, fenced, or housed outside the Unit.
6. Unit Owners are responsible for immediate and complete clean up after their pet.
7. Unit Owners shall be held liable for any and all damages caused by their pet(s) to any common property including but not limited to landscaping, balconies, ponds, or common area lawns.
8. The following pets are not permitted: Any animal which has previously attacked or bitten any person, or which has behaved in such a manner that the person who harbors the animal knows or should reasonably know that the animal tends to attack or bite persons.

In addition, pet breeds NOT PERMITTED are Akitas, Doberman Pinschers, Chows, German Shepherd, any Wolf Hybrid, Presa Canarios, Pit Bulls, Mastiff, Rottweilers, and any other bull-mix breed which includes American Pitbull Terrier, American Staffordshire Terrier, Staffordshire Terrier, and American Bulldog.

9. There is a maximum of two (2) dogs or two (2) cats, or one (1) dog and one (1) cat with a maximum individual weight of sixty pounds (60) (at normal maturity as per the American Kennel Club) per animal. No exotic pets are allowed.
10. All pets must be registered with the Association. Newly acquired pets must be registered within seven (7) days of obtaining the pet.

Information required is Unit Owner's name(s), Unit number, photo of pet, pet name, pet current weight and projected weight at maturity as per the breed or mix of breed, as designated by The American Kennel Club guidelines. All Unit Owners must fill out the Registration Form for Pet Ownership found in this document. Units that are rented are not permitted to have any pets.

XIII. EXTERMINATING SERVICE

The Association shall provide extermination services for the exterior of the Condominium building(s), as needed.

Unit Owners are responsible for any interior exterminating service for their own Unit.

XIV. TRADE PERSONS

Unit Owners are responsible for the maintenance of the interior of the Unit Owner's Unit.

The Association, its agent and employees are not responsible for any damage or theft that may occur within a Unit even if caused by a contractor engaged by the Association. Unit Owners shall report theft to the City of Burlington Police Department. Notice to the Association merely allows the Association to notify other Unit Owners of potential risks.

XV. SALE OF CONDOMINIUM UNIT

Unit Owner's shall notify the Management Company in writing of any changes in occupancy within thirty (30) days of such change. In accordance with the Declaration, only those Unit Owners who have notified the Management Company or the Association of their occupancy are entitled to certain rights, such as the right of notice of a meeting of the Association.

As set forth above, "For Sale" signs are prohibited. "Open House" signs, however, are permitted but only during the hours of the open house.

Sale of a Unit:

- A. Upon request to the Management Company, the then applicable general and special assessment information, whether there exist any defaults with

respect to a Unit, the then applicable insurance guidelines and any other applicable information will be provided.

- B. The Management Company can provide applicable requested disclosure materials and assessment/insurance information if necessary for banks, realtors, appraisers, and escrow agents.
- C. The Unit Owner selling the Unit is responsible for providing the following information to a buyer, however, the Association shall maintain a current set of the disclosure materials required by Wis. Stats. Chapter 703:
 - Copy of the Declaration and bylaws
 - a. Copy of these Handbook of Rules & Regulations
 - b. Written notice of any and all architectural changes and improvements constructed by Unit Owner or previous Unit Owners, to the extent provided to the Unit Owner, which is the responsibility of the Unit Owner to repair and maintain.
 - c. Unit keys, mailbox key, garage key, garage door opener/transmitter.
- D. The selling Unit Owner shall be responsible for informing its real estate agent/broker of the Association's policies on the following:
 - a. "For Sale" and "Open House" sign rules
 - b. Funding of work capital reserves due at closing to the Association to be paid by the buying Unit Owner.

XVI. RENTAL OF YOUR CONDOMINIUM UNIT

Except to the extent prohibited by law, no Unit, or any portion thereof, may be leased or rented except in accordance with the Declaration. The Unit Owner of any Unit that is subject to a lease, shall provide the association with the name, telephone number and email address for any tenant.

XVII. SECURITY

Occupants should report unusual or suspicious activity to the City of Burlington Police Department. Report made to the Management Company or the Association shall be solely for the purpose of sharing information, with no liability on the part of the Management Company or the Association.

XVIII. BUILDING SYSTEM & MAINTENANCE EQUIPMENT

(Refer to the Declaration - Article VIII Section 8.01-8.03).

No one shall tamper with, adjust, repair, modify, or otherwise come into contact with, any mechanical equipment affecting the Common Elements under any circumstances. If any Unit Owner discovers an issue with any

mechanical equipment serving the Common Elements, such Unit Owner shall contact the Management Company.

No Unit Owner shall access the roof of any building. Only qualified service contractors engaged by the Association, or its Management Company, shall have access to the roof of any building.

All devices used in conjunction with utilities supplied to the Condominium shall be managed by the Management Company.

XIX. MAINTENANCE FEES, LIEN PROCEDURES & COST OF COLLECTION

1. General Assessments are due on the first (1st) day of the month and are considered late if not received by the fifteenth (15th) of the month. Special Assessments are due when stated in the notice of Special Assessment.
2. An administrative late charge may be charged for any overdue payment and on any unpaid balance (subject to change).
3. Any cost, including attorney fees', collection fees, recording costs, title reports and/or court cost incurred by the Association in the collection of delinquent General or Special Assessment shall be the responsibility of the applicable Unit Owner.

XX. COMPLAINT PROCEDURE

Complaints against anyone violating the rules are to be made to the Management Company in writing and must contain the signature of the individual filing the complaint. The Board or the Management Company will, in most instances, contact the alleged violator after receipt of each complaint, and a reasonable effort will be made to gain the violator's agreement to cease the violation.

If reasonable efforts to gain compliance are unsuccessful, the Unit Owner will be subject to a sanction in accordance with the penalty provisions contained hereunder as permitted by the Declaration.

XXI. ENFORCEMENT PROCEDURES & ASSESSMENT FOR RULE VIOLATIONS

1. Each Unit Owner shall be responsible for any violation of the Declaration, Bylaws, or these Rules & Regulations by the Occupants of the applicable Unit.

2. A rule violation that, by determination of the Board, affects the rights of others or their property, may result in immediate legal action.
3. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees', shall be charged to the applicable Unit Owner.
4. Section 7.06 of the Declaration permits Special Assessments for any such violations, which, may result in the filing of lien(s) if unpaid.
5. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the Declaration, Bylaws or these Rules & Regulations shall be charged to the applicable Unit Owner.

FALCON WOODS TOWNHOMES CONDOMINIUM'S

REGISTRATION FORM FOR PET OWNERSHIP

Before a pet is allowed it must meet the criteria listed in the Handbook of Rules & Regulations. Having met those guidelines, you may register a new pet by supplying the below information and turning it into the Association Secretary.

1. Owner(s)
Name(s): _____

2. Unit Number: _____
3. Photo of Pet – to be attached as a dated document or actual dated photograph.
4. Name of Pet: _____
5. Pet current weight at date of obtaining pet _____
6. Pet projected weight as determined by the American Kennel Club guidelines:

7. Indicate that your pet has meet immunization by a certified veterinarian:

Completed by this date: _____

Signature: _____ Date: _____, 20__

Signature: _____ Date: _____, 20__