WINDSTONE TERRACE

CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

Revised and Approved as of May, 2025

As joint owners of the Common Elements and Limited Common Elements of the Windstone Te1Tace Condominiums, Unit owners, their families, tenants and guests are responsible for making the community a pleasant place to live for all of us. This enhances our quality of life, while protecting the financial investment which our Units represent.

The By-Laws provide the Board of Directors with the power and duty for the affairs of the Association, including management and operation of the condominium property. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units, the Common Elements, the Limited Common Elements and facilities by the unit owners, occupants and guests. Accordingly, it is the policy of the Board to establish the rules and regulations for the Windstone Terrace Condominium Association, as it may be deemed advisable.

RESIDENTS HAVE THE RESPONSIBILITY TO ABIDE BY THE RULES AND REGULATIONS. THE BOARD HAS THE AUTHORITY AND DUTY TO REQUIRE CORRECTIVE ACTION. CHARGES AND/OR FINES WILL BE ASSESSED AGAINST THE VIOLATOR.

All unit owners, residents and visitors must abide by all Village of Hartland municipals laws. See the Village of Hartland website: www.villageofhartland.com.

All unit owners, residents and visitors must abide by the provisions of the Condominium Declarations, By-laws, and Rules & Regulations unless waived in writing by the Board of Directors. General information on condo communities is at the current property management firm working with the association.

****Attention Prospective Buyers Looking at Purchasing in Windstone****

There is a one-time charge to the buyer of two times the monthly dues upon closing that will be added to the reserve account.

There is a one-time administrative charge to the buyer at closing in the amount of $100.00.

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ASSOCIATION DUES/ ASSESSMENTS FEES

Association dues and assessments fees provide the necessary funds, and the Board of Directors, in its sole discretion, determines how and when the funds will be used in the interest of the Association. The Management Company keeps the Board fully informed of Unit owners who are delinquent in the payment of Association dues/fees. The Unit owner will receive statements from the Management Company (30) days from the 10th of the month.

All established Association dues/assessment fees are due on the 1st of the month. They are late on the second. Monies received will always be credited to the oldest outstanding amount including, but not limited to, fines and late fees:

- If dues/fees are not received by the 10th of the month, a $25 late fee will be assessed.
- If delinquent for more than (90) days from the 10th of a month, a lien action will be initiated.
- If delinquent for more than (120) days from the 10th of the month, or at another time at the advice of our attorneys, our attorneys will proceed with a foreclosure action;
- Any check that has been returned for insufficient funds will result in an automatic $25 fine to the Unit owner; in addition to any bank fees that may be assessed.

INSURANCE

Pursuant to the Declaration, the Association is required to carry insurance on the “Building" which includes the units inside of it by definition (see Declaration of Condominium Ownership of Windstone Terrace Condominium). The individual unit owners should carry insurance on their units, their contents and personal property, as well as having Coverage A/Betterments and improvements and loss assessment coverage in at least the amount of the Association's insurance deductible.

INSURANCE DEDUCTIBLE

In the event of any insured loss on the Associations' master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Continuum Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Associations' master insurance policy deductible. If the case of the loss originates in more than one Unit or a Unit and the Common elements, the responsibility for paying the Association's deductible shall be equitable apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

CHANGE OF OWNERSHIP

Upon any owner's decision to sell their Condominium Unit, the owner will contact the management company to inform them of the intent to sell.

- It is the responsibility of the seller to furnish to the buyer the Condominium Declarations, By-Laws, Rules and Regulations, two sets of keys associated with the unit and garage door openers in their possession. Also, signed and notarized copies of the latest rules & regulations and declarations by the buyer.
- A Capital Contribution equal to two (2) month dues (at the current rate) shall be charged to the buyer at closing. The management company will charge the buyer $100 change of occupancy / administrative fee at closing.

SIGNS

All Signs are prohibited in the common areas of the property except as provided hereafter:

- A Unit owner may display one "For Sale" sign in connection with a bona fide open house being conducted in an attempt to sell the Condominium Unit. The sign may be displayed only during the open house and must be removed immediately after the open house has ended. No open house is to last for more than a period of 3 hours.
- Signs of a political nature may only be displayed from the inside of a unit. A sign may be displayed in the window of a unit and such sign may not be larger than 24" x 36". Political signs may be displayed for not more than 30 days prior to an election and must be taken down not more than 48 hours after an election.

- One United States flag may be displayed from the limited common element of a unit from the patio or balcony. If on the patio or balcony; such flag must be flown from a free standing flag pole that is not attached to the building or any part of the common or limited common elements. Flags flown from a patio or balcony may not be larger than 3' x 5'. One United States flag may also be displayed from the inside of a unit that is, from the window of a unit. Flags displayed from the window of a unit may not be larger than 24" x 36".

LEASING OF UNITS

Notwithstanding any existing provisions regarding the leasing of Units in the Declaration and/or By-Laws, the Association would like to emphasize to all owners and prospective owners that Windstone Terrace is a residential community developed with the intent that the homes within it be owner-occupied. It is the fiduciary responsibility of the Association to maintain the integrity of an owner-occupied residential community and not become a rental community with excessive turnover. Rules outlined below are not intended to discriminate against any protected or unprotected classification of individuals by the State of Wisconsin or the federal government. They are intended to protect the investment each property owner has within the community and to work to ensure the ability to obtain financing for the purchase or re-financing of our condominiums.

- Any Unit Owner and/or prospective Unit Owner intending to lease their Unit must notify the Association not less than thirty (30) days prior to the commencement of any such lease. In the event that the Unit Owner has lived in the unit for less than five years or has purchased the unit as an investment, Owner must remit to the Association a non-refundable rental/change of occupancy fee of six (6) times the monthly condominium fee/assessment. These funds will be deposited into the reserve account.
- Should the owner of the unit have owned and occupied their condominium for a minimum of five years, no rental fee will be assessed the owner.
- Tenants are not allowed to have pets of any type within the community and guests may not bring pets to visit. Any pets of tenants prior to September 1, 2015 will be allowed to continue in residence for the life- of the pet(s) or through the residence of the current tenant, whichever comes first.
- All leases must comply with all Wisconsin laws pertaining to leases. The Association must approve all Tenants prior to lease execution.
- Once approved, a copy of the fully executed written lease must be supplied to the Association prior to occupancy together with a Certificate of Insurance from the Tenant showing renter's coverage.

- No lease may be shorter than one (1) year.
- The above requirements are effective any time a Unit Owner changes Tenants including; but not limited to, the change of occupancy fee outlined in the condominium documents.
- Failure to comply with any rental provision outlined above will result in the full imposition of fines as outlined in ENFORCEMENT PROCEDURES of the Rules and Regulations including escalating fines to $500 per day for successive noncompliance.
- Nothing in this policy shall prohibit the Association from leasing a unit that it may own through foreclosure or otherwise; however, the Association Board will be obligated to perform the criminal and financial background checks on any potential tenant, and will require the same documentation from the tenant as described above.

WINDOW COVERINGS

- Occupants of units will have thirty (30) days to install appropriate window coverings. Vertical blinds are the only allowable window coverings. Sheets, blankets, or paper are not permitted as window coverings. Interior window coverings visible from the Unit's exterior shall be white or off-white in color, in good condition and not detract from the appearance of the condominium. Blinds that are bent, broken, or otherwise in poor condition, reflective foil window coverings, and cracked, wrinkled, or poorly installed window films are not permitted. The Board shall have the right to determine compliance or non-compliance of individual units with these standards.
- Interior window areas may not be cluttered with personal items that are visible from the exterior, thereby creating an unsightly appearance.
- Any plastic used to cover windows and patio/balcony door for energy conservation in winter shall be
- affixed inside the unit, not on the outside, and must not be visible from the outside.
- Occupants of units shall be prohibited from discarding any materials from the windows, balconies, or doors or the units shall be prohibited from discarding any materials into the Common Elements.
- Persons moving/receiving household furnishings and/or materials in or out of the building shall reserve the elevator in advance with the Board of Directors. All such moves may be done only between the hours of 9:00am and 7:00pm.
- Protective coverings must be used in the elevator, which must be obtained from the Board of Directors and returned after the move is complete.
- No window air conditioners are permitted.

PATIOS AND BALCONIES

- Patios and balconies shall not be used for storage of trash cans, toys, bicycles, boxes, etc. Patio furniture must be restricted to the patio or balcony and shall not be placed on the grass. Other items should be placed in your designated storage locker.
- Clothes, bedding, rugs, laundry or the like shall not be hung, aired, or dried from windows, and facades of the Condominium, or on patio railings and balcony railings. Outdoor clothes lines are not be used at any time.
- Bird feeders, birdbaths and birdhouses are not permitted on nor may be hung from patios or balconies.
- Furniture, potted plants, hanging plants, and other decorations that do not detract from the visual attractiveness of the complex may be placed on patios and balconies.

- Hanging plants should be light in weight and should be hung only from beams. Damage created by hanging plants or decorations shall be the responsibility of the Unit owner.
- Unit owners shall not cause or permit anything to be placed on outside walls, patio
- doors, and windows of the Condominium: No signage, awning, canopy, or shutter shall be affixed to or placed on, the exterior walls, patio doors, windows, or roof, or any part thereof.
- Holiday decorations, including lights and other exterior displays, shall be put up no earlier than one week prior to the holiday. All Holiday decorations shall be removed within seventy-two (72) hours following the holiday with the exception of Christmas decorations, which may be put up as early and Thanksgiving Day and are to be removed within (1) week after New Year's Day.
- All Unit owners are responsible for keeping patios and balconies in neat and orderly condition, and for clearing of all debris, icicles and snow.
- The Board shall have the right to determine if any planters and any other decorations of individual units detract the visual attractiveness of the complex. The Unit owners will have (3) days from notice to comply.

COMMON ELEMENTS

- The Association shall have the irrevocable right to have access to each Unit during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements or at any time for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.
- Occupants of units shall be prohibited from discarding any materials from the windows, balconies, or doors or the units shall be prohibited from discarding any materials into the Common Elements.
- Persons moving/receiving household furnishings and/or materials in or out of the building shall reserve the elevator in advance with the Board of Directors. All such moves may be done only between the hours of 9:00am and 7:00pm.
- Protective coverings must be used in the elevator, which must be obtained from the Board of Directors and returned after the move is complete
- No lobby or hallway of any building or parking area shall be decorated or furnished by any Unit owner or tenant in any manor without the prior written consent of the Board of Directors.
- There shall be no obstruction of the Common Elements nor shall anything be stored in, on, under or above the common elements without the prior written consent of the Board of Directors.
- Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
- Damage to the Common Elements caused by a resident, guest or an agent of a resident shall be the responsibility of the Unit owner or the person causing such damage.
- The Association shall not be liable for any loss or damage to personal property placed in any Unit or Common Elements.
- No materials prohibited by law or local ordinance may be stored in any of these areas.
- Unit owners shall keep bikes and other recreational equipment in their Unit and not stored anywhere in the Common Elements (other than the bike racks which are available on a first come first serve basis). Association-approved hanging bike racks can be provided by the

unit owner and must be installed by the property management company at the unit owner's cost.

- Unit Owners may keep one traditional shopping cart in their designated garage parking space between their car and the wall.
- The garage doors shall remain closed at all times except when in use for ingress or egress purposes.

COMMON AREAS

- Improvement and maintenance of common areas is the responsibility of the Association. Services are generally arranged with outside contractors under the review and approval of the Board of Directors and property manager; however, from time-to-time the Association does undertake a project with the voluntary participation of Unit owners
- Only residents and their guests are allowed to use the common areas; however, guests must be accompanied and supervised by a resident when using any common areas. The Association assumes no responsibly or liability for bodily injury, death, loss or damage of personal property.
- Unit owners are held responsible for any damage they or their guests may cause to common areas.
- Any damage caused to lawns, shrubs, etc. by owner, tenant, children, guests or pets must be repaired by the Unit owner within ten (10) days. If not repaired, the association will complete the work and the Unit owner will be billed.
- Unit owners may not alter any landscaping or lawn surface, or plant trees or shrubs, without the prior approval of the Board of Directors.
- The gazebo is for Unit owners and guests only. The gazebo area will be left free of debris and grills after use. Inform Unit owners two (2) weeks in advance to reserve.
- Off road motorcycles, snowmobiles, ATVs and other motorized recreational sports vehicles are not allowed on common areas and/or landscaped areas.
- No recreational activities or loitering of any type shall be allowed inside building hallways or the garage areas
- Bikes, wagons, toys, etc., as well as any other personal belongings must be removed from the common areas nightly. Storage must be contained inside the Unit or designated storage bins
- No storage of personal belongings on common areas in the storage closets.
- All trash to be enclosed in a tied plastic garbage bag or in a closed cardboard box, and is to be placed completely within one of the dumpsters on the property. Cardboard boxes placed in recycled bins must be broken down.
- Newspapers shall be removed from main entrance ways immediately or will be discarded.
- All mailings, deliveries, and packages must be removed from the main entrance ways within 48 hours of being delivered as to not hinder emergency personnel ingress/egress, or detract from the visual attractiveness. After 48 hours, the items will be removed by either board members or property management. Pickup arrangements will need to be made with either board members or property

management during normal business days/hours to retrieve items. A suggestion to owners expecting deliveries not able to retrieved within 48 hours, is to make arraignments to have items retrieved by neighbors. Fines may be imposed for excessive stored items as decided by the board of directors.

- No rummage sales or garage sales that are open to the general public are permitted on Windstone Terrace property with the exception of an annual rummage sale that may be planned and organized by and for the entire community.

REPAIR/ REPLACEMENT/ MAINTENANCE

- Maintenance, repairs, or replacement of all Unit windows and exteriors doors are the responsibility of the Unit Owner. The approved replacement windows, doors, and visible hardware used are the only ones to be used.
- All replacement of windows and exterior doors must be performed by an insured contractor. Any owner failing to do so will be responsible for any cost of inspections and repairs.
- All Unit owners shall promptly perform all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium.
- Each Unit owner shall be responsible for all damages and liabilities that any failure to maintain or repair engender.
- All plumbing work that involves the following is required to be done by a licensed and insured plumber:
    - Water heater, Dishwasher, Sinks, Toilets, Drains or any other plumbing that requires water supply or drain line connected
    - Any replacement of ridged plumbing that is exposed or in wall
- All electrical work that involves the following is required to be done by a licensed and insured electrician:
    - Add/removing/moving of electrical fixtures
    - Any in-wall wiring or breaker box modification
- All plumbing and electrical work must be documented. Before and after pictures of the repair are to be taken and sent to the board
- All new water heaters must have a drain pan installed with a drain elbow to direct the water directly into the drain as of 06/01/25
- Invoice form contractor with description of the work has been done must be submitted to the board within 2 weeks of completing the work
- A picture of the water heater pan must be supplied. Contact the board if you need a picture taken of the pan installed
- All existing water heaters must have a drain pan installed with drain pan elbow within 5 years of the original install date. If there is no documentation of the install date, it will be 5 years from the water heater manufacture date
- Every owner is responsible for having their A/C drain pipes cleaned by either a licensed plumber or board approved service provider at their expense unless otherwise arranged by the Association. Proof of cleaning must be provided by Jan 1. 2026 and every 5 years thereafter. No unit may be sold or leased without proof of drain clean compliance.
- No structural changes or alterations shall be made in any Unit without prior written

- consent of the Board.
- No Unit owner, guest or resident may direct, change, stop or modify the work of any service provider that is contracted for by the association and/or the management company. Anyone found in violation of this policy will be fined and held responsible for all costs of redoing any work resulting in the direction given by them. Anyone with concerns about a project or work being done should contact the management company immediately.
- Any type of "door knocker" is not allowed.
- A minimum temperature of 55 degrees Fahrenheit will be maintained in all Units unoccupied during cold weather months between November 1st and May 1st to prevent potential damage to common plumbing through freezing of pipes. In the Unit owner's absence, any water damage will be repaired by the Association and billed to the Unit owner.

PARKING / VEHICLE RESTRICTIONS/ VIOLATIONS

The Condominium is designed to provide each two-bedroom unit with one (1) indoor and One (1) outdoor parking space. The Condominium is designed to provide each one- bedroom Unit with one (1) indoor parking space. Owners will be subject to fines, and/or vehicles may be towed at owner's/resident's expense without notice for the following violations:

- Any recreational vehicle, motor/mobile home, self-contained camper, pop-up camp/tent or similar recreation-orientated portable vehicle or transportable facility.
- Any vehicle which is not normally or regularly used for daily transportation, including but limited to dune buggies, all-terrain vehicles, or other automotive equipment not licensed for use on the highways/streets or roads of the State of Wisconsin, County of Waukesha, and/or Village of Hartland.
- Any vehicle with commercial signs, advertising, or visible commercial equipment and any large commercial-type vehicles (including but not limited to a dump truck, cement mixer truck, oil or gas truck, delivery truck), except that such vehicles may temporarily parked in the case of a vendor or contractor providing commercial services to the Condominium. Such vehicles may not be parked overnight.
- Private or public school or church buses.
- Any vehicle longer than the concrete expansion joints on the garage floor connecting the support posts lining the garages, irrespective of whether it otherwise complies with the provisions of this article.
- Any inoperable vehicle. All vehicles must be capable of immediate movement under their own power. Vehicles not currently licensed or with expired state inspection stickers are considered inoperable as are
- vehicles that have a flat tire(s). Inoperable vehicles may be towed at Owner's expense. A dated notice will be placed on the vehicles for the first offense prior to towing. If the vehicle is not made operable or removed from the property within forty-eight (48) hours of the notice, the vehicle will be towed at the Owner's expense. For a second or subsequent offense, the vehicle may be towed without prior notice. The vehicle will be towed at the owner's expense.
- For parking in another Unit owner's designated parking space without their written permission.
- For parking in front of a fire hydrant, in the "no parking zone", on the walkways or on the grass.
- For parking outside on Association property while not currently licensed and/or operable, i.e. flat tires, has expired state inspection stickers, no plates, or no "applied for" plate on the vehicle.
- For parking in a guest or handicapped designated space. In handicapped parking
- spaces a state-issued permit is required.
- For parking in an unmarked parking space for more than five (5) days without moving vehicle.
- Vehicles must be moved to accommodate snow removal. Any snow left behind when a vehicle

remains parked must be removed by Unit owner/resident within 12 hours of the snow event.

- Unit owners shall not leave their vehicles idling in the garage at any time. Any Unit owner that leaves a vehicle idling in the garage that results in setting off a lower- level CO detector causing emergency personnel to respond, will be billed for the emergency response call.
- No Unit owner shall conduct major repairs or major restoration of any vehicle upon the property. Minor repairs such as adding fluids, changing/rotating tires, jump starting and changing batteries, are permitted.
- Changing of oil and other fluids is prohibited.
- Motorcycles may be parked only in a designated "motorcycle parking area" of the common elements on a first come first serve basis.
- No washing of vehicles is allowed on the property.

USE OF ROADWAYS

- Maximum speed around the perimeter and interior of the property shall be limited by safe stopping ability and in no case shall be more than ten (10) miles per hour: Excessive speed will not be tolerated.
- Any vehicle parked in a "No Parking" zone will be towed immediately, with no need for warning the vehicle owner's expense and risk.
- Motorcycles may be operated on the paved portion of the Property only as a primary means of transportation to and from the Property. Motorcycle, motorbikes, motor scooters, or other similar vehicles may not be used on any portion of the Property for recreational purposes.
- All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulation will be towed away at the Unit Owner's sole risk and expense.
- No back-in parking is permitted along any of the Buildings due to possible exhaust nuisance, and the potential health hazards that results from proximity to the windows located in adjacent Units.

NUISANCES /FLOOR COVERINGS

- No noxious of offensive activity shall be conducted in any Unit or in the Common Elements, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. Unit Owners shall not use or permit the use of their Unit in any manner that would be disturbing or be a nuisance to other Unit Owners, or in such was as to be injurious to the reputation of the Condominium.
- No loud, disturbing, or objectionable noises shall be permitted on the Property, including, but not limited to yelling, stomping feet, playing of musical instruments, radios, stereos, televisions, amplifiers or other devices in such a manner as might disturb other occupants, noisy vehicles, exterior speakers, horns, whistles, bells, or other sound devises (other than security devices). Any noises in the Common Elements will end at 10:00 p.m. Any noise that can be heard outside of the Unit shall be considered too loud. Unit Owners may be requested to remove wind chimes, bells, loud stereos, or other devices at the request of a neighbor.
- All Unit Owners shall keep the volume of any radio, television, or musical instrument in their units sufficiently reduces at all times so as not to disturb other Unit Owners. Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such devices in a Unit between the hours of 1 0:00 p.m. and the following 8:00 a.m., if such operation shall disturb or annoy other occupants of the Buildings. Power tools shall not be used between 9:00 p.m. and 9:00 a.m. of the following day.
- Each Unit Owner shall be required to keep all floor areas of each Unit covered with wall-to-wall carpeting, including separate padding beneath said carpeting, except for the floor of the kitchen,

utility rooms, bathroom(s), and foyer. No owner of a unit located on the second or third floor shall install or be permitted to install tile, ceramic, wood, laminate (engineered wood), vinyl plank, or other similar hard surface floor coverings in a unit unless the owner obtains prior written approval of the Board of Directors and installs a soundproof underlayment approved by the Board of Directors. Owner, Builder, or contractor must use underlayment meeting or exceeding SIC and UC rating between 68-72. Any hard surface coverings that predate the recording of this resolution are grandfathered and do not have to comply with these restrictions; however, upon replacement, the owner shall comply with the amended Rule and Regulation.

- Prior to approval, the owner will be required to provide a copy of the contract with the vendor showing a detailed list of materials being used. If the owner is installing their own flooring, a receipt must be provided to the Board of Directors for the purchase of the sound underlayment and a picture of the underlayment installed must be provided to the Board of Directors prior to installing the hard surface floor covering.
- All Unit owners are responsible for the cleaning and maintenance of their designated parking stalls (garage/surface lot). Repairs required as a result of damage to the surface lot caused by gas, oil, and other leaks will be the Unit owner's expense. (This includes damage to the garage stall/surface lot by renter.)
- Residents who require handicapped space should contact the property manager
- Company for a marked space. Only authorized vehicles with verifiable "handicapped" status are authorized to park in parking spaces marked and reserved
- for handicapped.
- No unapproved parking in garage/surface lot of any canoe, water craft, recreational vehicle, motor/mobile home or camper/trailer. (The approved kayak rack in the 520 building garage is exempt from this restriction)
- No parking of any vehicle with commercial signs, advertising, or visible commercial equipment nor any large commercial type vehicles (semi-trucks, work trailers, large equipment) except that such vehicles may be temporarily parked in the case of a vendor or contactor providing commercial services to the Condominium. Such vehicles may not be parked overnight unless approved by the board.

MOVING

- Persons moving household furnishings and/or material in or out of the building shall reserve the elevator in advance with the management office. All such moves may be done only between the hours of 9:00 a.m. and 7:00 p.m. Monday through Saturday. No Sunday or Holiday move-ins or move-outs are permitted under any circumstance. Fines are as follows: First offense - $50, Second offense - $100, and Third offense - $150. These fines will be imposed on any Unit Owner of their tenant moving in or out between the hours of 7:00 p.m. and 9:00 a.m. Monday through Saturday and Holidays. In addition:
- A $100 security deposit for any elevator damages must be given to the management company prior to the move-in or move-out.
- Upon the completion of the move a full inspection will be conducted by the management company to determine if the Common Elements (floors, walls, carpeting, and/or elevators) have sustained any damages.
- Any and all damages will be deducted from the security deposit and any balances will be billed directly to the Unit Owner.
- Protective coverings must be used in the elevator, which must be obtained from the management company and returned after the move is complete.

ANIMALS

- Unit owners shall be allowed to kept up to: two (2) cats per Unit and (1) dog per Unit, not exceeding 50-pounds each. However; before any cat or dog is deemed allowed, the Unit owner must seek approval from the Board of Directors via email or letter by filling out an application form provided by the Board. Upon receipt of the application, the Board of Directors will respond in writing as to whether the cat or dog will be allowed within 14 days.
- Current owners with animals as to the effective date of this rules (November 30, 2020) must fill out the animal information sheet provided by the board of Directors, and must return the completed information sheet to the Board on or before December 31, 2020, to avoid the imposition of fines:
- Service or Support animals that are allowed by the board will be bound by the weight restriction noted above.
- No animal may be kept, bred, or maintained for commercial purposes.
- The following breeds of dogs are not allowed anywhere on/in the Condominium property:
    - Pit Bull Breeds (American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bully)
    - Rottweiler
    - Doberman Pinscher
    - German Shepherd
    - Mixed breeds cannot be greater than 25% of one or combined of the prohibited breeds
    - Mix breeds will be subjected to a DNA test at the expense of the owner to a testing facility approved by the Association
- Village of Hartland rules, laws, or ordinances relating to pets shall be incorporated as part of these rules and regulations.
- Animals shall be kept on a leash at all times when not in a Unit.
- Homeowners are strongly encouraged to walk the animals along the road adjacent to the main entrance to the property in order to preserve the landscape. If dogs are walked on Windstone property, Owners are encouraged to keep the dogs at least 10 feet from the buildings during the walk.
- Animal fecal waste must be cleaned up after immediately.
- No staking/tethering of animals is allowed.
- Dangerous and exotic animals shall not be kept or harbored anywhere within the Condominiums community at any time.
- Animals shall not be left unattended or confined in patio/balcony areas when Unit owner is not home.
- Animals shall not be left unattended in any portion of the common elements.
- A Unit owner is liable to any damage to a person or property caused by animals brought or kept on the property by the owner, family, guests, or tenants.
- Any damage done to lawn around buildings will be repaired and charged to dog owners.
- Upon written determination by the Board that an animal has been found to be a nuisance and should be removed from the property, the Owner of the animal shall have the right to request a Grievance Hearing in accordance with the procedures below. If the Grievance Hearing determines that the animal is an unreasonable nuisance and should be removed from the property, the Owner must remove the animal. If the Owner fails to timely request a Grievance Hearing following the procedures below, the Boards written determination of removal will be final and binding.

DISPUTES WITH UNIT OWNERS

Windstone Terrace Condominium is a shared living community totaling 72 Units. Each Unit owner has the right to enjoy his or her home, but there may be times when this enjoyment may disturb the neighboring Unit owners.

All Unit owners, their tenants and their guests must respect each other's right of quiet enjoyment. At the same time, this is a shared community and all Unit owners must be tolerant of a reasonable amount of noise from other Units. If such noise becomes unreasonable, a Unit owner should proceed as follows:

- The complaining owner will first contact the offending owner to ask that the noise be reduced to a reasonable level.
- If the offending owner does not reduce the noise after being asked, the complaining owner should then notify the Hartland Police Department at the non-emergency number: 262-367-2323.
- The Management Company and the Board are always willing to help Unit owners work out solutions, however, the Management Company and the Board is not a law enforcement agency.

SWIMMING POOL / ROADS

Windstone Terrace Condominiums have a cross-easement agreement with Summit Lakes Apartments.

- Pool passes and Summit Lakes pool Rules and Regulations are obtainable at Summit Lakes rental office for a nominal annual fee.
- The Association and its agents assume no responsibility for any accidents or injuries in connection with the use of the pool.
- Persons using the pool release and indemnify the Association and its members and agents from any claims in connection with any loss of life or personal injury or damage to or loss of person property.
- The Association is not responsible for any loss or damage of personal property of any kind.
- Children under 16 must be accompanied by an adult.
- Reasonable speed ten (10) mph is required within Summit Lakes property and on roadways.

ENFORCEMENT AND GRIEVANCE PROCEDURE

The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

A WRITTEN WARNING for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board or the Property Manager 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.

FIFTY DOLLARS ($50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

ONE HUNDRED DOLLARS ($100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

Notwithstanding paragraphs immediately above, FIVE HUNDRED DOLLARS ($500.00) 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:)

Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

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. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

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 PROCEDURES

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.

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.

For any grievance hearing a majority vote of the Committee will determine the action and decisions of the Committee.

Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

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/her 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.

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 show, 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.

The Grievance Committee exceeded its powers. or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

AMENDMENTS

- This document may be amended at any time by the Board; provided that prior written notice of any amendment is given to the members before it is enacted and enforced.
- If you are unsure about the application of any of the rules and regulations, please contact the Board or the property management company for clarification.
- Any work to be performed by the Association which, pursuant to the Declaration, is chargeable to the Unit Owner, shall be so charged. For example, repairs to the common elements necessitated because of actions by the Unit Owner.
- No structural alterations by the Unit Owner may be made, even in the course of performing the Unit Owner's responsibility herein outlined, without the express permission of the Association.
- Promptly report the need for repair to the Association Management Company.
- If in doubt as to whose responsibility it is to see to a specific repair or type of maintenance, call the Association Management Company.
- No antennas, aerials, and the like may be installed on the roof, or any other portion of the condominium.
- No temporary shack, tent, trailer, etc., may be placed on the condominium property.
- Every effort shall be made to keep garage doors closed when not in use.
- No permanent parking of a third vehicle is allowed unless arrangements have been made with a homeowner that has an unused surface or garage parking space. If an emergency situation arises for need of temporary parking of a third vehicle, contact the Property Management for a copy of policy.
- The Declaration does not discriminate because of age, however, there are no sandboxes, swing sets or the like allowed on the condominium.
- This checklist is only advisory. Where a conflict exists between the provision of the checklist and those of the Declaration, the Declaration controls.

Exhibit A to Rules & Regulations

Windstone Terrace Condominium Association Rental Guidelines

The following rules and regulations should be understood by the Owner and the Renter. These guidelines do not override, modify or cancel any of the Condo Association By-Laws or Rules & Regulations. The renter is expected to abide by the same Condo Association By-Laws and Rules & Regulations as the unit Owner.

Landscaping

- Any customizations or changes to the landscaping need to be submitted to the Association's Board of Directors for approval, prior to any work being done

- Parking
  - Parking areas cannot be used for repairing or restoring vehicles
  - During winter months, the owner{s) of any car{s) parked outside need ensure that their vehicles are moved to accommodate snowplowing as required and the driveway will not be plowed.

- The Unit
  - Patios, balconies and decks shall not be used for shaking or drying laundry, carpets, rugs, or clothing

The Owner and Renter acknowledge that the renter has received and understands the Windstone Terrace Condo Association By-Laws and Rules & Regulations.

Owner Name:_____ Date:__/__/__

Signature:_____

Renter Name: _____ Date:__/__/__

Signature:_____

Renter Name: _____ Date:__/__/__

Signature:_____

President of the Board: _____ Date:__/__/__

Signature:_____

Exhibit B to Rules & Regulations

Windstone Terrace Condominium Association

CHECKLIST OF MAINTENANCE RESPONSIBILITY GUIDELINES FOR COMPLIANCE WITH ASSOCIATION RULES AND REGULATIONS

INTERIOR OF UNIT

Item	RESPONSIBILTY
Painting:	
Walls and Woodwork	Unit Owner
Doors & Window Frames	Unit Owner
Garage Interior & Inside of Garage Door	ASSOCIATION
Caulking and Weather Sealing	Unit Owner
Windows, Doors(Unit Entry & Interior), Door Glass & Screens:	
Cleaning	Unit Owner
Repair and/or Replacement	Unit Owner
Hole Repair in Walls or Ceilings	Unit Owner
Light Bulb Replacement	Unit Owner
Repair or Replacement of:	
Appliances	Unit Owner
Bath Vents	Unit Owner
Cabinets and Countertops	Unit Owner
Electrical Systems	Unit Owner
Floor Covering Cleaning and Replacement	Unit Owner
Furnace	Unit Owner
Garage Door Opener or Remote	Unit Owner
Light Fixtures	Unit Owner
Water Heater	Unit Owner
All other items unless specified otherwise	Unit Owner
Telephone and Cable TV Inside Wiring	Unit Owner
Water Supply and Plumbing:	
From individual gate valve into unit including fixtures	Unit Owner
Sewer Main:	
Frow lower level floor drain up	Unit Owner
Foundation:	
Structural Crack	ASSOCIATION
Waterproofing	ASSOCIATION
Exposed Batt Insulation	ASSOCIATION
Insulation/Venting:	
Insulation of Walls and Ceilings	Unit Owner
Roof and Soffit Vents	ASSOCIATION

EXTERIOR OF UNIT

Item	RESPONSIBILTY
Painting: (Frequency determined by Board)	ASSOCIATION
Garage Doors	ASSOCIATION
Window Frames and Doors	ASSOCIATION
Siding, Trim & Gutter Repair and/or Replacement	ASSOCIATION
Caulking Around Exterior Entry Doors, Windows & Siding	
Deck Staining	ASSOCIATION
Roof:	ASSOCIATION
Repair or Replacement (Determined by Board)	ASSOCIATION
Landscaping:	
Lawn Mowing & Clean-up	ASSOCIATION
Bed Edging	ASSOCIATION
Leaf Raking:	
Lawn	ASSOCIATION
Patios & Decks	Unit Owner
Mulch Supply	ASSOCIATION
Weeding and Fertilizing:	
General Common Areas	ASSOCIATION
Shrub and Tree Trimming	ASSOCIATION
Watering	ASSOCIATION
Gutter Cleaning	ASSOCIATION
Window Washing	Unit Owner
Mailbox Maintenance (unless damaged by resident)	ASSOCIATION
Light Bulbs:	
Sensored Lighting – Garages and Posts	ASSOCIATION
Limited Common Lighting – Patios and Decks	Unit Owner
Light Fixtures	ASSOCIATION
Wood Mounting Boards for Lights – Patios and Decks	Unit Owner
Water Supply and Plumbing:	
From Lower Level Floor Drain to Road	ASSOCIATION
Snow Removal:	
Drives and Driveways	ASSOCIATION
Patios and Decks	Unit Owner
Sidewalks	ASSOCIATION
Rubbish Collection	ASSOCIATION
Telephone, Cable TV and Utility Wiring into the building	ASSOCIATION
Repair, Re-sealing or Replacement of Drive, Roadways, Sidewalks and Stoops	ASSOCIATION
Repair or Replacement or Patio and/or Decks – Including Threshold (with prior Board Approval)	Unit Owner
Patios on First Floor	Unit Owner
Foundation:	
Structural Crack	ASSOCIATION
Waterproofing	ASSOCIATION

WINDSTONE TERRACE CONDOMJNIUM
ANIMAL REGISTRATION/APPLICATION

Date:_____

Unit Address: _____

Resident's Name: _____

Unit Owner(s): _____

Applicant(s) hereby certify that I/we have read the Windstone Terrace Animal Rules and agree to abide by the Animal Rules and Regulations adopted or amended by the Association, which include the following Rules and Regulations:

1. Animals may not weigh over 50 pounds when full grown.
2. Veterinarian must complete the bottom portion of this form.
3. Attach a current photo of your animal(s).
4. $50 fine for first animal violation; $100 fine for each violation thereafter.

_____
Signature of Applicant

Work#_____ Home#_____

TO BE COMPLETED BY A VETERINARIAN

	Animal #1		Animal #2	
Dog( )Cat( )			Dog( )Cat( )	
Animal Occupancy Date:	_____		_____	
Animal's Name/Breed:	_____		_____	
Sex	Male ( )	Female ( )	Male ( )	Female ( )
Weight	Present____	Full Grown____	Present____	Full Grown____
Sprayed	Yes( )	No( )	Yes( )	No( )
Neutered	Yes ( )	No ( )	Yes ( )	No( )
Shots; Rabies	1 Yr. ( )	3 Yr. ( )	1 Yr. ( )	3 Yr. ( )
DHLPP Date:	_____		DHLPP Date:	_____

Veterinarian/Clinic: _____Phone: _____
Address: _____

_____ _____
Veterinarian's Signature Date

This Pet Application is hereby approved this____ day of_____ 20____ providing the pet does not become a nuisance, exceed 50-pound weight limit and that the Unit Owner abides by the Pet Policy.

Board Approval by Authorized representative:_____