Whispering Hills Owners Association, Inc.

RULES, PROCEDURES AND GUIDELINES

Updated October 2014

OVERVIEW

1. Wisconsin Statute 703, Condominium Ownership Act, enacted May 2006 relates to laws and regulations for Wisconsin condominiums.

2. Unit owners governed by, but not limited to:
   - Whispering Hills Declaration
   - By-Laws
   - Rules, Procedures and Guidelines Handbook

   Unit Owners received and reviewed the above documents at time of offer to purchase unit and agree to comply with governing documents.

   These are important documents. Unit Owners should review them periodically.

   These documents will be required whenever the unit is sold.

3. Amendments and Affidavits to the Declarations. These changes should be kept with your condominium documents.

   Amendments:

   a. The unit shall be occupied by and serve as the principal residence of the Unit Owner. No renters in all Whispering Hills Stages (1998)

   b. 8701-8723 N 72nd St. – All 12 units will be allowed one pet. (8-31-1994). Original Declaration allowed a pet in only 6 of the units

   Affidavits:

   a. Restrictions on number of children in units are prohibited by the Fair Housing Act and are therefore invalid and unenforceable. All Whispering Hills Stages (7-30-2001)

   b. Whispering Hills Owners Association will not implement the Right of First Refusal on any unit in the Condominium. The above-cited Declaration provision is hereby null and void. All Whispering Hills Stages (6-2-2007)

4. **The term "Stage" in Condominium Documents**
   The Condominium development was constructed in 12 stages with each stage being created pursuant to a separate Declaration of Condominium. Your Stage number is identified in your documents that you received at the time of purchase.

5. State of Wisconsin, City of Milwaukee Code of Ordinances and National Fire Association Codes are reflected in our Rules, but not limited to:

   Rules – swimming pool
   Flammable liquids / products
   Grills and fireworks
   Disposal of hazardous waste
   Electrical and plumbing
   Noise
   Roadway (fire lanes)

6. A list of W.H.O.A. addresses and W.H.O.A. name designations (old townhouse, new townhouse, 5-plex and elevator building).
Building numbers on the following diagram are not the same as Phase or Stage numbers. Phase and Stage numbers refer to the original release of documents at the time the condominiums were built.

W.H.O.A. NAME DESIGNATION BY ADDRESS

New Townhouse
7200 thru 7285 W. Wabash Ave.
8635 thru 8699 N. 73rd St.
8645 thru 8671 N. 73rd St.

Old Townhouse
8701 thru 8723 N. 72nd St.

5-Plex's
8725 thru 8759 N 72nd St.

Elevator Building
8735 N. 72nd St.

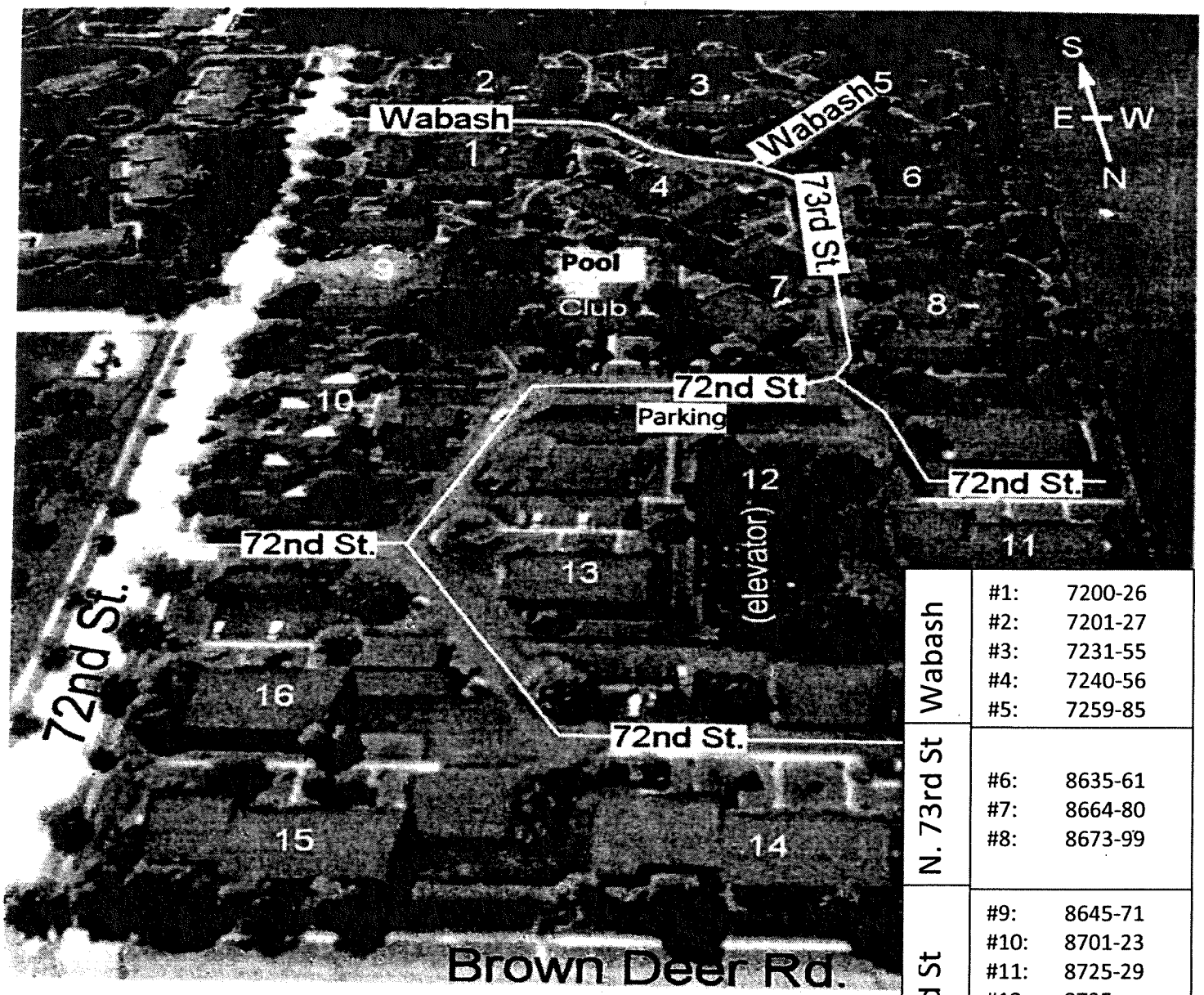
7. **A LIST OF UNITS BY ADDRESS WHERE A PET IS PERMITTED OR NOT PERMITTED**

PET PERMITTED

7200 thru 7285 W. Wabash Ave.
8635 thru 8699 N. 73rd St.
8645 thru 8671 N. 72nd St.
8701 thru 8723 N. 72nd St.
8725, 8727, 8729 N. 72nd St.
8745 N. 72nd St.

PET NOT PERMITTED

8735 N. 72nd St.
8741, 8743, 8747, 8749, 8751, 8753, 8755, 8757, 8759 N 72nd St



Wabash	#1:	7200-26
	#2:	7201-27
	#3:	7231-55
	#4:	7240-56
	#5:	7259-85
N. 73rd St	#6:	8635-61
	#7:	8664-80
	#8:	8673-99
N. 72nd St	#9:	8645-71
	#10:	8701-23
	#11:	8725-29
	#12:	8735
	#13:	8741-43
	#14:	8745-49
	#15:	8751-55
	#16:	8757-59

RESPONSIBILITIES & OBLIGATIONS OF UNIT OWNERS

1. Knowledge of Condominium Declaration, By-Laws and Rules, Procedures and Guidelines Handbook.

2. Unit shall be occupied and used only for private dwelling purposes and no other purposes. **NO RENTERS**. No trade or business shall be carried on anywhere within the condominium.

3. Prompt payment of monthly maintenance fees. Please contact the property manager for menu of payment options which include paper check with coupon, ACH, E-check and credit card options. Payments are due on the first of each month.

4. Carry Condominium Unit Owners Homeowners insurance policy. (H-06)

5. Obtain written permission from the Board of Directors **BEFORE** proceeding with any exterior changes or interior structural changes.

6. The owner of each unit shall keep and maintain in good condition, including repair and replacement of components of installations within or pertaining to the unit, the following:

    a. All utility lines and electrical, gas and plumbing installations

    b. Central air-conditioning units (interior/exterior) and wall sleeve air conditioners in the 5-plex's

    c. Electric and gas furnace heating systems

    d. Water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceiling, doors (including storm), door locks, window frames/glass/storms/screens, and basements (except elevator building and 5-plex's)

    e. Garage interiors (except elevator building) and the individual garage overhead door (except elevator building)

    f. The structure / surface of the patio and patio fence pertaining to the unit

7. Install and maintain in working condition unit smoke detectors (battery / electric) in accordance with the City of Milwaukee Fire code Ordinances.

8. Install and maintain in working condition carbon monoxide detector in units with gas heat and fireplaces.

9. Maintain a temperature level in the unit that prevents the water pipes and system from freezing. You must contact the utility company if your utilities have been shut off and renegotiate a "turn on" of your electric / gas within 24 hours of the shut off.

10. In units with sump pumps, notify the office immediately if there is a problem.

11. Know where your electric circuit breakers are located in your unit.

12. Know where your water shut off is located in your unit and tag it.

Water faucet located in an individual garage is the responsibility of the unit owner. Remember to turn this faucet off in the basement in the winter.

In addition to the individual unit water shut off, some town house units have additional main water shut off for other units within the immediate vicinity. When you have plumbing work done, make sure this multiple unit water shut off is not turned off.

13. Outside Water Faucets:

- In townhouses, this faucet shut off is located in the basement. You are responsible for turning the water off in the fall to prevent freezing
- In Spring (after the freeze) you are expected to turn on the outside faucet
- Report leaking outside faucets to the office

14. <u>Water Conservation</u>

Water and sewer costs are part of the Unit Owner's monthly maintenance fee.
These costs continue to escalate. Fix toilets, faucets and showerhead leaks immediately.
Water leaks contribute to waste of water and unnecessary costs to all owners.
WE ASK EVERYONE TO CONSERVE WATER USAGE.

15. Clubhouse / swimming pool key is for the exclusive use of the Unit Owner it has been assigned to. The office will require the return of the key if this privilege is abused.

IMPORTANT PHONE NUMBERS

A. All emergencies – Dial 911

1. All ***life threatening*** situations
2. All suspected crimes in progress (examples include, but not limited to)
    a. Robbery
    b. Shots Fired / Shootings

B. Non Emergencies – Dial 933-4444

1. When an officer is needed at the scene but the situation is not life threatening.
    a. Loud Music
    b. Neighbor trouble (non-violent)

C. District Notifications – Dial 935-7242 (4^{th} District)

1. Non-emergencies when a squad is not needed
    a. FAX number 935-7114 (Hot spot forms or drug complaint forms)

D. Property Management Co.:

1. For condominium management issues Prospect Management Company, 414-540-0004

A. CONDOMINIUM RULES - GENERAL

1. Animals / Birds: Feeding of
2. Animal Waste
3. Bicycle
4. Bird Feeders
5. Bird Baths
6. Cigarette Butts & Debris
7. Fireworks
7. Flags
9. Flammable Liquids and Products
10. Garages or Garage Spaces – Rental of
11. Grills, Outdoor Deep Fryers, Smokers and Portable Fire Pits
12. Key for Clubhouse / Swimming Pool Gates
13. Noise
14. Patios & Balconies
15. Political Signs
16. Realtor Signs
17. Sidewalks & Driveways
18. Speed Limits & Stop Signs

1. **Animals / Birds – Feeding Of**

Throwing feed of any kind on the ground for animals / birds is not permitted by City of Milwaukee Code Ordinances.

2. **Animal Waste**

- Immediately clean up after your animal
- Place waste in a closed container and immediately dispose of in dumpster
- No pet waste containers on patios / balconies or common area

3. **Bicycle**

Department of Transportation:
www.dot.wisconsin.gov/safety/vehicle/bicycle/rules.htm

- Ride at least three feet from the curb or parked vehicles or debris in curb area and in a straight line. Don't swerve in and out around parked vehicles
- Always ride in the same direction as traffic
- Sidewalk riding for bicyclists past the learning stage and being closely supervised by adults can be more dangerous than on the road, obeying traffic laws. It is also illegal unless the community has passed an ordinance specifically permitting sidewalks riding **This can be age-restricted, location restricted or based on the type of property abutting the sidewalk
- Obey all traffic laws
- Be predictable! Let other users know where you intend to go and maintain an understood course

Milwaukee City Charter and Code Ordinances, per Chapter 102, section 102-7 of the Milwaukee City Charter and Code of Ordinances:
Children less than 10 years of age who are supervised by and adult may ride on any sidewalk that does not abut a building.

Additional

No riding in the grass

Skateboards

No skating on / over the stairs, stairways or rails

4. **Bird Feeders**

City of Milwaukee Code Ordinance 78.16:

- Feed for birds shall be placed in a covered hopper, gravity type feeder. The platform of the feeder shall be of reasonable size and surrounded by a ledge to deter food from blowing off. The feeder shall be placed on top of a rodent proof pole which extends at least 3.5 feet above the ground and shall be placed a least 6 feet from the nearest climbable object or the feeder may be suspended from a tree if protected by rodent guards. Feed for birds shall not be placed on the ground where it is accessible to rodents. When feed falls on the ground from a feeder, it must be cleaned up immediately

- Permitted for townhouses (new / old). **NO MORE THAN TWO (2) BIRD FEEDERS PER UNIT**

- **NOT** permitted on balconies or patios of elevator building or 5-plex buildings

5. **Bird Baths**
NOT permitted on balconies or patios of elevator buildings or 5-plex buildings.

6. **Cigarette Butts and Debris**
Do not throw these items in common areas.

7. **Fireworks – City of Milwaukee Code Ordinance 105.47**

- **ALL** fire works are ILLEGAL in the City of Milwaukee
- Any item that emits SMOKE, A BANG OR SPARKLE is considered ILLEGAL and subject to a City fine of $175.00 for an adult and $73.00 for a juvenile.

8. **Flags**

- American Flag appropriately placed, size not to exceed 3' x 5'
- Placement – attached to wood structure (not brick) on unit and placed clear of walkways / roads

9. **Flammable Liquids & Products – Fire Department Recommendation**

- Flammable / combustible products cannot be stored in a Unit Owner's residence. These products must be stored in tightly sealed containers and placed in a metal cabinet in the garage in the townhouses and 5-plex's
- In elevator building, these items must be stored in a metal cabinet in the owners' garage locker. These items cannot be stored in the 5-plex lockers
- Paint thinner and cleaning solvents can be stored in amounts not to exceed one gallon in total. All containers must be tightly sealed and stored properly

- The Unit Owner must dispose of items such as oil base paint, thinner, solvents or any hazardous item off the property. They cannot be left next to / or in the dumpster or placed in the recycling carts. (Latex paint can be disposed of in the dumpster if the cover is opened and paint is allowed to dry out before being placed in dumpster).
- Flammable items, such as motor oil, shall not be placed in or around dumpsters or allowed to drain anywhere on the common area. The Unit Owner must dispose of these items off the property
- Grill charcoal must be cold (doused with water) before being placed in the dumpster

10. **Garages or Garage Spaces – Rental of:**

- Townhouse (old and new) and 5-plex Unit Owners may only rent their garage space to residents who live in Whispering Hills
- Elevator building Unit Owners may only rent their garage spaces to residents who reside in the elevator building

11. **Grills, Outdoor Deep Fryers, Smokers and Portable Fire Pits**

The State of Wisconsin, City of Milwaukee Ordinance Codes and W.H.O.A.'s insurance carrier require Whispering Hills Association to implement the National Fire Association Code for use of grills.

Elevator Building and 5-Plex Balconies and Patios

Electric grills are the only type of grill permitted on balconies and patios.

Townhouses – Old and New

Charcoal, propane and electric grills are permitted following placement restrictions below.

General Grilling Rules for all Units

- All grills must have a cover. Open fire pits and / or grilling is not permitted
- No grilling permitted within **15 feet** of combustible material (buildings, railings, fences, trees, bushes, cars, etc). Distance is per City of Milwaukee Fire code, Chapter 214, section 214-0, number 1b, which applies to multi family dwellings
- No grilling permitted in garages
- Electric starters / igniters highly recommended for charcoal grills
- Charcoal must be cold (doused with water) before disposal in the dumpster
- Grills cannot be stored or left in the common areas
- All rules above pertaining to grills will also pertain to smokers
- Outdoor Deep Fryers are prohibited

12. **Key for Clubhouse / Pool Gates**

Each Unit Owner will receive one key. Each key is numbered and assigned to your unit. A replacement will cost $25.00

13. **Noise – City of Milwaukee Ordinances**

- Noise / disturbances, within / outside, individual units, club house / pool area, other common areas, (i.e. talking, laughing, shouting, barking dogs, radio/ TV's car alarms, car radios, motor cycles, etc.) that disturbs your neighbor will not be tolerated

- Talk to your neighbor and politely ask them to keep the noise down. If all else fails, call the Milwaukee Police Department **414-933-4444**

14. **Patios and Balconies**

- The Association will not be responsible for snowplow damage to patio areas where a step has been added to the patio

- In the snow season, the Association requests Unit Owners remove doormats, carpets and furniture within 4 feet of the front door so the sidewalk snow removal can be done without damaging these items or the equipment

- Patio / Balcony – Unit Owners personal items, furniture, grills, fountains, etc. must remain on the patio / balcony. Placement on common area is not allowed

- Patios / Balcony – shall not be used for storage of motorcycles, bicycles, wagons, or drying laundry

15. **Sidewalks – Driveways**

Children should be supervised outdoors by an adult at all times for their safety and the safety of others.

All persons shall be restricted from playing or loitering on driveways, sidewalks and in trees.

No resident shall cause or permit the common areas to be used so as to deny other residents the full use of such areas. Therefore, all walks and drives shall be kept clean and orderly. Bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and like objects are forbidden to be left unattended on walks or drives.

16. **Signs**

- Maximum size 14" x 14"
- Placement – individual patio / garden areas or window of unit

Political

Time Frame - placement 30 days before election – removal 2 days after election.

Realtor

- Realtor 'For Sale' signs cannot be placed outside the unit
- Realtor 'For Sale' signs can be displayed in windows/ doors of a unit
- Realtor open house signs and flags allowed only during open house hours
- Realtor lock boxes are allowed in common areas or attached to unit for sale. Lock boxes may NOT be attached to main doors in the elevator or 5-plex buildings

17. **Speed Limits and Stop Signs**

- Obey the speed limits posted at the condominium entrances
- Stop completely at all stop signs in the complex

18. **Other**

- Fence and retention wall climbing are prohibited
- Children are prohibited from running or hiding on other unit owners patios as this is not only disruptive to unit owners, but also their pets
- Children are prohibited from playing in or around other unit owners garages or cars
- Throwing items such as balls, rocks, or the like onto roofs is prohibited
- Playing or hitting baseballs, waffle balls, tennis balls, or the like on common grounds or roadways is prohibited

B. CLUBHOUSE RENTAL RULES

1. Resident Unit Owner will be required to sign a rental contract.

2. Rental of the clubhouse for private functions is granted to owners in good standing. (Up to date with maintenance fees).

3. Rental of the clubhouse is for Unit Owner functions only. The clubhouse may not be rented by Unit Owners for use by outsiders. (Friends, relatives, etc.)

4. The clubhouse cannot be rented for any commercial or profit oriented activity.

5. Reservations for the clubhouse must be made with the Property Manger.

6. Functions are limited to 40 persons.

7. Function hours are 10:00 AM to Midnight.

8. A Unit Owner may reserve the clubhouse for a non-refundable rental fee of $100.00.

9. A $250.00 security deposit will be required with all reservations. This deposit must be the funds of the owner making the reservation. Said deposit is returnable, in full, providing nothing is missing or damaged, the clean up is acceptable and passes inspection and there are no parking fines. The deposit will be held for a ten (10) day period following the event before a refund is made.

10. Owners who have reserved the clubhouse are responsible for breakage, damage or theft and will be required to pay for replacing or repairing damaged or stolen articles. If the damage or value is less than the $250.00 security deposit, it will be subtracted from the security deposit and the remainder will be refunded. If the replacement or repair exceeds the security deposit, the Association will keep the security deposit and the Unit Owner will be assessed the additional amount.

11. The renter of the Clubhouse agrees to indemnify and hold harmless the Condominium, the Unit Owners' Association, each Unit Owner, the Board of Directors, and the Managing Agent, from any loss, claim, or liability of any kind arising out of use of the clubhouse and the clubhouse rental. This includes, but is not limited to, any claim of property damage or personal injury.

12. W.H.O.A. is not responsible for alcohol consumption by guests. Such consumption is the responsibility of the renter of the clubhouse. Minors are not allowed to consume alcoholic beverages in or around the clubhouse. The renter of the clubhouse is responsible for enforcing this rule.

13. The renter of the clubhouse will insure that guests DO NOT park in the roadways (designated fire lanes), on the grass, blocking other resident's garages or in front of the dumpsters. In the event of violations, the Police may be called, or cars will be ticketed by the Association and the renter of the clubhouse will be assessed a fine.

14. No persons under 18 years of age is permitted in the clubhouse without being accompanied by an adult resident.

15. The function must be confined to the interior of the clubhouse. Rental of the clubhouse does not include the pool, pool area or other common areas. Grills are not permitted on pool deck or surrounding areas.

16. The renter of the clubhouse must remain in attendance at the function at all times and is personally responsible for damage and actions of their guests.

17. The clubhouse doors must be kept closed at all times to minimize noise. No music after 11:00 PM. No amplifiers at any time.

18. The renter of the clubhouse must ensure that guests do not create noise disturbances (congregating, cell phones, etc.) outside the clubhouse. Written complaints about these disturbances will be handled by the Property Manager.

WHISPERING HILLS CLUBHOUSE CLEAN UP RULES

1. Owners reserving the clubhouse will inspect the clubhouse prior to the reserved time, will make notation as to any irregularities, and will advise the Property Manager in writing of the same.

2. If you are using a caterer or having people come in to set up during working hours, please let the Property Manager know in advance.

3. Lounge room furniture, tables and lamps are not to be moved.

4. Drink coasters must be used on lounge room tabletops. These tabletops will be damaged by liquid, etc. Wipe up all stains and spills with a soft cloth or toweling. Do not wash, wipe or wet tables with water or other solutions. This will cause damage.

5. Chairs and tables in great hall must be carried and lifted across the floor. DO NOT DRAG ACROSS THE FLOOR. Place folded tables on carpet provided when finished.

6. The procedure for wiping up spills and stains, etc, on the great hall floor is as follows:

   Wipe up all stains with a soft cloth or toweling and sweep up loose soil. DO NOT WASH, WIPE OR WET THE FLOOR WITH WATER OR OTHER SOLUTIONS. THIS WILL CAUSE DAMAGE.

7. Please remember to appropriately separate garbage and recyclable items and place in proper containers outside.

8. Leave the clubhouse premises and adjacent outside areas as clean and orderly as when rented.

9. Report any damage immediately to Property Manager.

10. At the completion of the function, all doors must be securely closed and exterior doors locked.

11. The clubhouse must be cleaned no later than 10:00 AM of the following day. W.H.O.A. accepts no liability for anything left in the clubhouse.

CHARGES

(DEDUCTED FROM SECURITY DEPOSIT)

IN GREAT HALL & KITCHEN

$ 10.00	Sweep floor and wipe up sticky spots
$ 5.00	Clean and put away all dishes
$ 5.00	Clean refrigerator and remove food
$ 15.00	Clean stove, oven and microwave
$ 10.00	Empty all garbage cans
$ 10.00	Leave kitchen area neat and clean
$ 10.00	Store all chairs and tables neatly and safely
$ 100.00	Turn off stove burners and ovens

IN LOUNGE AREA

$ 10.00	Put all furniture back and vacuum if necessary
$ 5.00	Wipe off table and chairs

OTHER AREAS

$ 5.00	Leave bathrooms neat. Take out garbage
$ 10.00	Pick up all litter outside the clubhouse, cigarette butts, paper, etc. Take down balloons or streamers used to mark the way to the clubhouse if you put them up on light poles or stop signs
$ 5.00	Vacuum hall if necessary
$ 25.00	**All doors must be closed and exterior doors locked upon leaving**
$ 10.00	For each ticketed car parked on roadways or grass areas or behind other unit owner's garages
$ 50.00	Substantiated written complaint of noise disturbance outside of the clubhouse

C. **COMPLAINT PROCEDURE – UNIT OWNER**

Prior to filing a written complaint, please consider seeking a solution to the problem by speaking directly with the other Unit Owner. If this conversation does not resolve the situation, you can call the Police Department at 933-4444 if it is a serious matter and / or file a W.H.O.A. complaint.

The complaint form is available on the office door in the clubhouse or from the Property Manager. (Form found in section O)

Association procedure for submitting a written complaint to the Property Manager

First Complaint

A signed complaint (on standard complaint form) regarding a violation will be acted on by the Property Manager and if needed, in consultation with at least one Board Member. The Property Manager, after investigating the complaint and if a violation is found, will call on the phone and / or will send a letter to the owner identified in the complaint, explaining the specific rule violation and request corrective action.

A signed complaint regarding a rule violation may be sent to the Rules Committee. This is an ad-hoc committee of two unit owners and one Board Member assembled by the Property Manager. The Rules Committee, after investigating the complaint and if a violation is found, will send a letter to the owner identified in the complaint, explaining the specific rule violation and request corrective action. If the signed rule complaint is of some importance or urgency as determined by the Property Manager, the Board of Directors may act it on.

Subject to the following restrictions:

- Person(s) identified in the complaint shall be invited to appear before the Committee / Board, along with the complainant
- When the person(s) identified in the complaint is a guest, the Unit Owner shall also appear before the Committee / Board
- Where a rule violation incurs and there is a significant financial cost to the Unit Owner, the decision of the Rules Committee must be referred to the Board of Directors for final action
- Decisions concerning a violation shall be presented to the Unit Owner in writing

Second complaint through the fifth:

a. A signed complaint (on standard complaint form) is to be sent to the Rules Committee. The complaint will be investigated and appropriate action / fines recommended, subject to the same restrictions outlines in #1 above. The Rules Committee recommendations will be referred to the Board of Directors for appropriate action

b. The Rules Committee has 10 working days in which to meet, review and issue the recommended written warning and / or fine

c. All complaints may be appealed to the Board of Directors by writing a request for a hearing to appeal. The Board of Directors must receive this request within 15 days of notice of decision by the Rules Committee / Board of Directors

d. Repeat violations will be reviewed using a 365-day period from the time of the first written complaint when dealing with subsequent complaints on the same violation for a particular unit owner.

Fine Structure

The fine structure for parking rule violations is spelled out under the parking rules.

The following fine structure is for violation of all other rules.

1st Complaint Letter and / or phone call of warning sent by the Property Manager, Rules Committee or the Board of Directors explaining the specific violation and request for corrective action

2nd Complaint Failure to comply within 10 days = $10.00 fine

3rd Complaint Failure to comply within 15 days = additional $25.00 fine

4th Complaint Failure to comply within 20 days = additional $50.00 fine

5th Complaint Failure to comply within 30 days = additional $100.00 fine

In the event the Association commences a legal action to recover the fines and damages assessed, or to enforce the Rules contained in the Declaration of Condominium or By-Laws, it shall be the intent of the Association to recover its fines, damages, actual attorney fees and legal costs from the Unit Owner.

If the attorney gets involved in the enforcement of the rules at any stage, attorney fees can be charged to the Unit Owner.

D. DAMAGE TO CONDOMIMIUM PROPERTY – UNIT OWNER FINANCIAL LIABLILITY

The purpose of rules is to provide greater ease of living together and to prevent damage to the condominium. Accordingly, when a breach of any of these rules results in damages to the condominium property, the Unit Owner assumes full financial responsibility for all damages incurred by the Unit Owner, their family or guests.

So that there can be no question of the amount of damages for which a person may be responsible and in order to prevent any dispute over the minimum amount of damages caused, a determination of liquidated damages has been made for the rules. This means that the violator of any rule may be liable for either action and / or liquidated damages, whichever is greater, so the Association can recover any financial outlay accrued in correct damages to the common area.

When an insurance claim is paid by W.H.O.A.'s insurance company, there is a $5,000.00 deductible per incident, paid by the Association.

If the damages paid for are due to a Unit Owner's carelessness, negligence, etc., the $5,000.00 deductible becomes the responsibility of the Unit Owner, payable to the Association.

E. ESTATE SALES – GUIDELINES

The Board of Directors of Whispering Hills Owners Associations, Inc. recognizes that at times it is necessary for a Unit Owner or Unit Owner's family to hold an "estate" sale. An "estate" sale is defined as the sale of all furnishings and household goods of an owner who has vacated the premises due to death or owners permanent residence move to a nursing home. The Board does not wish to encourage "estate" sales, nor does the Board want to ban them entirely, because in some circumstances an "estate" sale is the only alternative open to a Unit Owner's family. These open sales do pose problems for other residents of Whispering Hills, and the Board has adopted the following set of rules and guidelines to permit "estate" sales and to protect the safety and security of all Unit Owners and prevent property damage.

1. Rummage / moving / garage / tag sales are not allowed. These sales cannot be called "estate" sales.

2. All arrangements must be cleared through the Property Manager, one week prior to the sale date, including details regarding dates, times and company / person in charge of the estate sale, with phone numbers and addresses.

3. If a company holding a sale fails to comply with the all the guidelines, the company will not be allowed to hold a sale at Whispering Hills in the future.

4. If an estate sale is held without office approval, the Unit Owner / company will be asked to close the sale down immediately and a $50.00 fine may be levied against the owner.

5. A $250.00 deposit is required of the Unit Owner or Unit Owner's agent to cover damages that may occur to common property when moving items out of the unit.

6. Proof of homeowners insurance is required to cover liability that may arise from the sale.

7. The maximum length of the sale is limited to two (2) days, between the hours of 9:00 AM to 5:00PM.

8. Signs advertising the sale may only be posted during the hours and days of the same and only at the entrance driveways directing people to the sale. Banners cannot be strung from buildings, fences, railing, porches, etc.

9. All items for sale must be displayed within the owners unit. Items cannot be placed in common areas. Unit Owners in 5-plex / elevator buildings cannot display items in the hallways or basements.

10. All persons attending a sale in the elevator building or 5-plex buildings must be escorted into and out of the building by an employee of the company holding the sale or a member of the Unit Owner's family holding the sale. It is important that attendees be escorted out of the building to prevent those attending the sale from wandering the hallways.

11. Parking will be permitted in marked parking areas only. Persons cannot park on roadways within the complex (these are fire lanes), grass, next to dumpsters or behind garages.

12. Additional parking is available on 72nd Street.

13. Persons waiting to gain entry to a sale may congregate in the parking lot closest to the building having the sale, if such a lot is available, or on the sidewalk immediately in front of the unit having the sale. Otherwise, they must congregate on North 72nd Street (City Street). An employee or a member of the Unit Owner's family holding the sale must be stationed at these areas to make sure those attending the sale will wait until they are escorted to the building.

14. Disposal of items after the sale must follow W.H.O.A. recycling and bulk item guidelines.

F. EXTERIOR UNIT ARCHITECTURAL CHANGE / ALTERATION / MODIFICATION / REPLACEMENT

1. A Unit Owner shall in no case, paint, decorate or alter the appearance of any portion of the property outside the unit.

2. The preservation and enhancement of unit common areas and the general areas of Whispering Hills is the responsibility of the Association Unit Owners. The Board of Directors and the Property Manager have the responsibility and authority to evaluate and consider the appropriateness, desirability, cost and other related matters regarding modification, replacement, alteration and changes proposed, desired or deemed necessary by the Unit Owners.

   No structure, temporary or otherwise, shall be placed or maintained on any of the common areas without prior written permission of the Property Manager.

3. The Board of Directors has vested authority in the Property Manager to receive written requests from the Unit Owner contemplating exterior changes to their unit.

   - The Unit Owner must submit **W.H.O.A. EXTERIOR CHANGE / ALTERATION / MODIFICATION / REPLACEMENT REQUEST FORM**. Form available at W.H.O.A. office. (Form found in section O)
   - The Property Manager and a member of the Board of Directors, if necessary, will visually view the change requested
   - The decision to grant permission or deny the request will be sent in writing to the Unit Owner
   - The Unit Owner may not proceed without **WRITTEN PERMISSION** from the Property Manager
   - If the Unit Owner proceeds without this written permission, the Unit Owner may be requested to remove the items(s) at their expense
   - The Unit Owner is responsible for all costs of damage to the common areas incurred by changes. When in doubt, always consult the Property Manager for specific directions and requirements

4. **Common Area Changes / Alterations / Modifications / Replacements**
   Submit written requests on the appropriate form to the Board of Directors and the Property Manager for written approval prior to proceeding with any changes. Form available at W.H.O.A. office. (Form copy found in Section O).

Written requests from the Unit Owner for changes / alterations / modification / replacements are required for, but not limited to:

Air Conditioner Units & Exterior Wiring

Additional exposed exterior wiring requires an appropriate permanent covert to be designated by the Property Manager and paid for by the Unit Owner.

Exterior Lights – Unit Front / Rear Entry Doors

Current style must be maintained. Motion detector sensitivity, intensity and direction may not disturb neighbors.

Exterior Garden and Landscape Projects

a. Removal, replacement and addition of trees, bushes is not permitted without approval from Property Manager

b. Flower planting and other minimal garden projects are limited to the small-defined common area adjacent to the owner's unit. This common area cannot be changed / enlarged without the Property Manager's approval

c. Landscape / gardening in other common areas NOT adjacent to the owner's unit requires approval of the Property Manager for location and maintenance considerations

d. Each unit garden area is defined by different factors – placement of air conditioners, cable pedestals, bushes, patios, sidewalks, roadways, etc. Therefore, the size of the area should be of reasonably small dimensions and proportions that fit the esthetics of the area

e. For addition and placement of decorative block, stone, railroad ties and trellises, the Property Manager's permission is required

f. Landscape / gardening in other areas of the complex common area requires approval of the Property Manager for location, maintenance and cost considerations

g. Since many transmission lines are laid throughout the complex and must not be disrupted, the Property Manager will determine if the area needs to be marked prior to a project being started

h. Unit Owners are responsible for the cost and maintenance of garden areas

i. If a garden area is not maintained by the Unit Owner, the Property Manager will require the Unit Owner to reduce / eliminate the area size

Written requests from the Unit Owner for changes / alterations / modification / replacements are required for, but not limited to:

Garage Doors- Townhouses (old & new) and 5-plex's

a. Solid, no windows

b. Unit Owner is responsible for replacement, repair and painting. The color will be designated by the Property Manager

c. A request must be submitted.

d. Exterior Change request will be processed within 45 days of submission. Wait for a written determination of your request prior to making any changes. Failure to obtain approval of modifications may require reversal of the modification at the owner's expense and may include a fine

e. Must submit a manufactures picture of the replacement door with handle hardware with the modification request form

f. Replacement garage doors may be of wood or metal exterior

g. Garage doors must have four horizontal flat / flush panels without decorative embellishment or surface elevations. A slight wood grain finish on metal doors may be approved, if a sample texture chip is submitted for review with the modification request form

h. All doors must be paintable with latex paint

i. Doors must be painted to match the existing W.H.O.A. color scheme within 7 days of installation. A pre-painted door may be used if a color ship of the planned color is submitted with the request form and pre-approved by the Property Manager. Only colors closely matching the existing coloration will be considered. Manufacturer's colors will vary. If a pre-colored door is approved, it will painted, along with the exterior of your unit, by W.H.O.A. at the time of normal scheduled building painting to maintain color uniformity

j. New garage doors may have a lockable exterior handle in the middle of the second panel from the ground and may have an exterior manual lift grip near the center base of the door

k. All garages must have a manual lift grip near the center base of the doors either on the exterior or interior

l. All garages must have a functional garage door at all times

m. Garage door installation may not interfere with neighbors' ability to access their garage or unit

n. Elevator building garage door is the responsibility of the Association

Written requests from the Unit Owner for changes / alterations / modification / replacements are required for, but not limited to:

Patio – Overlays, Replacement, Enlargement

a. Unit Owner is responsible for patio replacement and maintenance. The Association is responsible for the area associated with clubhouse / pool

b. Placement, height, width, length depth and paint color determined by Property Manger

c. All landscape repairs are the responsibility of the Unit Owner

Patio Fences (wooden)

a. Patio fences are allowed at townhouses (new and old). Form available at W.H.O.A. office. (Form copy found in section O)

b. Patio fences **not** allowed at elevator building and 5-plex's first floor patios

c. Defined as a permanently affixed structure, abutting the unit patio, made of wood or comparable material that conforms to current fence pattern / style and is paintable. Fence material other than described is not permitted

d. Placement, height, width, length depth and paint color determined by Property Manger

e. Unit Owner responsible for replacement, maintenance and painting

Satellite Dishes

a. FCC permits dishes

b. Property Manger in consultation with Satellite Company will determine area of placement on condominium property

c. A dish placed on common property must be removed when unit is sold

Unit Entry Doors

New and Old Townhouse

a. Entry door sizes cannot be reduced or enlarged

b. Exterior entry doors for owners in new townhouses and old townhouses must be:

- Solid, no windows for front door – new & old townhouses
- Old townhouse rear door can have windows
- Painted off white / beige
- Unit Owner is responsible for replacement, maintenance and painting

Written requests from the Unit Owner for changes / alterations / modification / replacements are required for, but not limited to:

Elevator Building and 5-plex's:

- Entry door size cannot be reduced or enlarged
- Solid, no windows
- Painted according to the color designated by the Property Manager (Coordinates with the color scheme in the hallway)
- Unit Owner responsible for replacement, maintenance and painting

Unit Storm / Screen Doors

- Door sizes cannot be reduced or enlarged
- Color must be beige / brown
- Style – proportions of glass/ metal inserts in the door and hardware determined by Unit Owner
- Security door grille shields are not permitted
- Factory strengthened composite protective security glass is permitted
- Unit Owner is responsible for replacement and maintenance

Unit Windows, Patio Windows, Window Storms / Screen / Glass

- Window sizes cannot be reduced or enlarged
- Exterior color must be dark brown
- Security grille shields are not permitted
- Exterior cranking casement windows and storms / screens / are not permitted
- In the new and old townhouses and the 5-plex's, only slide- by windows, patio windows and screens are permitted
- In the elevator building the windows and storms / screens must be slide –by and double hung (up/down) where currently designed / designated
- Unit Owner responsible for replacement and maintenance

Venting – Unit / Garage Interior thru Exterior Unit Wall

Townhouse units have one original exterior dryer vent placement. Property Manger approval is required for additional venting of a unit or garage interior thru exterior unit wall.

5. **Attachments or installations not permitted on exterior common areas (grounds and buildings)**

- Antennas for television or aerials for radios may not be installed or erected on any common area structure
- Awnings or enclosures may not be installed on patios or balconies
- Clotheslines, rugs or clothes, etc. shall not be placed or hung from patios / balconies / windows or in any common areas outside the units
- Railings: Flower posts, etc. not allowed on stairway / sidewalk railings
- Flowerpots/boxes not permitted on the outside of balcony railings in elevator building and 5-plex's
- Window boxes, trellises and plaques may not be installed on buildings. Outside decorations may not be attached to rain gutters

G. FEES – MONTHLY MAINTENANCE, ASSESSMENTS, LEGAL

1. The monthly maintenance fee is due on the first of each month.

   The Association shall pursue collection of past due condominium assessments—which includes monthly maintenance fees, special assessments, fines, and late fees—according to the following procedure.

   A. Assessments not paid on or before ten (10) days when due shall bear interest at a rate of ten percent (10%) per annum from due date plus a late fee of $50.00 per month if not paid by the last day of the month. If the 10th day falls on a weekend or holiday, all payments are due on the previous business day.

   B. When a unit owner is delinquent for two months, the account shall be referred to an attorney for collections. Collection methods include, but are not limited to, filing a lien on the condominium unit and foreclosure. The unit owner will be liable for all costs of collections, including attorney fees.

2. If, at any time, a unit owner makes a partial payment of the total amount due the association, the payment shall be applied to arrears in the following order:

   i. Collection costs, including attorney's fees;
   ii. Special assessments;
   iii. Maintenance fees, oldest to newest.

3. In the event that a unit owner fails to pay the monthly maintenance fees and the amount remains outstanding for more than 30 days, the Association may require the maintenance fees due to Whispering Hills for the remainder of WHOA's fiscal year (begins October 1) or the remainder of the calendar year, whichever is greater, shall become due immediately and payable on demand without further notice.

4. If a check received from a unit owner is returned by the bank (or similar entity) for insufficient funds in the unit owner's account, the unit owner will be charged $35.00 per occurrence.

5. Special assessments may be assessed as deemed appropriate by the Board of Directors. Special assessments are due on the date designated by the Board of Directors.

6. In the event there is need for fee collection actions, the actual costs incurred by the Association, the Association's attorney and other legal fees will become the responsibility of the Unit Owner who caused the action.

H. PARKING RULES AND GUIDELINES

1. W.H.O.A. Unit Owner Vehicle Information Form is available at W.H.O.A. office. (Form copy found in Section O).

   This form must be completed by each Unit Owner and filed with the office identifying all vehicles they park in the complex. This information will assist the office in contacting owners when it is necessary that a vehicle be moved. The information will be used only for this purpose only. When information changes, i.e. new license plate number, additional vehicle, please submit this information to the office as soon as possible.

2. Unit Owner use of their garage parking space: Unit Owners should use their indoor garage parking space first, before parking a vehicle in the common parking areas, where only limited spaces are available.

3. Unit Owner shall be responsible for all damage to Association property inflicted by their vehicle or their guest's vehicles.

4. If your vehicle is tampered with, whether or not the doors were locked, you should call the Milwaukee Police Department at **414-933-4444** and report it. If you do not, they will not be aware that activity is going on in the area.

5. Types of vehicles permitted to be parked on condominium property are listed below. All vehicles shall be operable and must display a current and valid license plate / sticker.
   - Automobile
   - Motorcycle / Moped
   - Vans, SUV's with regular automobile plates
   - Light trucks / pickups (Weight up to 6000 lbs.) with A or B plate designation, used as a private passenger carrier

6. Types of vehicles / storage units **not** permitted to be stored, parked or placed on condominium common property:
   - Junked vehicles, inoperative vehicles
   - Vehicles placed on blocks / jacks, vehicles leaking fluid
   - Conversion vans / trucks used for commercial purpose
   - Trailers, house / boat
   - Campers, RV plated motor homes / trucks
   - Boats
   - Snowmobiles
   - Land vehicles, ATV's etc.
   - Buses – School or other types
   - Semi trailer cabs
   - Storage Units – of all types

7. Unit Owner and guest vehicle parking permitted in following areas:
   - Behind new townhouse garages, no more than a single vehicle
   - Designated common area parking spaces

8. Vehicle parking **NOT** permitted in the following areas.
   - ROADWAYS ARE FIRELANES – MUST BE KEPT CLEAR AT ALL TIMES
   - Obstruction of sidewalks, stairways
   - Lawns
   - Along side or in front of dumpster / recycle carts
   - In front of air conditioner units at new townhouse (damage problems must be resolved between unit owners)
   - Behind old townhouse garages
   - Behind 5-plex garages
   - At regulation signs in front of the clubhouse
   - West lot line – 8735 N. 72nd St. NW corner and 8745 N. 72nd St. SW corner (winter snow season)
   - More than a single vehicle behind new townhouse garages

9. **Rule for moving vehicles parked in common areas during non-snow storm season**
   During the non-snow storm season, all vehicles parked in designated common area parking spaces must be moved every seven (7) days. Permission must be obtained from the office for a longer period. A designated surface parking space will be assigned if available.

10. **Rule for moving vehicles parked in common area and behind new townhouse garages during snowfall – storm season**
    Snow plowing and ice removal are of the highest priority to insure the safety of everyone. This must be completed in a timely manner. If vehicles are not moved, ice and snow build up and parking spaces and roadways become dangerous or unusable. Please be courteous toward your neighbor.

    - During snowfalls / storms, cars parked in designated common area parking spaces and behind new townhouse garages must be moved promptly and quickly so snow and ice removal can occur

    - Snowplows and salt trucks are often here during the night or early morning to open up the main roads so residents can get out of the complex. They return soon after to start plowing and salting the garage areas and the common area parking spaces

    - Be advised that the snow removal contractor cannot be held responsible for air conditioner units that are damaged unless a snowplow is observed actually hitting the unit. (Without a witness, we have no case to take to them)

11. **Information – City of Milwaukee Street Parking**

City of Milwaukee overnight winter street parking regulations are in effect December 1st to March 1st. For permission to park on the street, call **414-326-8300**, or visit www.parking.MPW.net or www.milwaukee.gov.

12. **Warning, Ticketing and fining Procedure for Parking Violations**

a. The office will issue all parking warnings, tickets and fines for parking violations

b. When the vehicle belongs to a guest, the Unit Owner is responsible for the fine

c. The Unit Owner may appeal parking fines by writing a request to the Board of Directors for a hearing to appeal. The Board must receive this request within 10 days of notice of fine

d. Repeat violations will be reviewed using a 365-day period from the time of the first fine when dealing with subsequent complaints on the same vehicle

Violation Fine Sequence

First Violation
The office will issue a warning ticket that will be placed on the vehicle

Second Violation-$10.00
The office will issue a ticket that will be placed on the vehicle

Third Violation-$25.00
The office will issue a ticket that will be placed on the vehicle

Fourth Violation-$50.00
The office will issue a ticket that will be placed on the vehicle

Fifth Violation-$100.00
The office will issue a ticket that will be placed on the vehicle.

In the event the Association commences a legal action to recover the fines and damages assessed, or to enforce the Rules contained in the Declaration of Condominium of By-Laws, it shall be the intent of the Association to recover its fines, damages, actual attorney fees and legal costs from the Unit Owner.

If the attorney gets involved in the enforcement of the rules at any stage, attorney fees can be charged to the Unit Owner.

I. PET RULES

While the Association encourages Unit Owners to enjoy their pet, we must insure that the pet owner does not do so at the expense and inconvenience of other Unit Owners. Unit Owners must adhere to the following rules. A guest's pet is also subject to the rules.

1. **W.H.O.A. Declaration – Article VII (3)**
   A single pet, either a domestic dog / cat / caged bird of a maximum dimensions in height or length of less then sixteen (16) inches, is permitted only in units where the Condominium Declaration so states. Unit Owners can review the list of addresses in this handbook where a pet is permitted.

2. No domestic pet dog, cat or caged bird can be kept, bred or maintained for commercial purposes.

3. Pet shall not be allowed at large and remain under complete control of a person when outside the unit of their owner. Pet must be leashed at a length not to exceed 6 feet.

4. Pet may be staked outside only when the owner is physically present to oversee the pet's behavior. The length of the staked chain may be no longer then 6 feet. The placement of the stake / chain shall not allow the pet to deny, endanger or interfere with full use of the common area by others.

5. Stakes / chains must be removed when not in use. If these items remain on patios or grassy areas, they endanger persons using snow and grass machinery.

6. Pet must be kept away from all shrubbery and trees. Pet owners are responsible for damage to trees, shrubbery and lawns.

7. Pet shall be walked in open areas. Do not allow pet to approach other owner's unit areas or person without permission to do so.

8. Unit Owners who do not control a threatening pet shall be asked to get rid of the animal or provide a plan as to how they will control the pet. A Unit Owner is liable for an animal that injures another person or pet.

9. Pet owners are responsible for the immediate clean up of their pets waste on the grounds in common areas, public areas, including patios and / or balconies. (City of Milwaukee Code Ordinance 78.19.3)

10. Pet waste must be bagged in a closed container and immediately disposed of in the dumpster. No pet waste containers can be kept on patios, balconies or common areas.

11. Pet owners must keep their pets' noise to an absolute minimum. Dogs that bark frequently are considered a nuisance. (City of Milwaukee Code Ordinance 78.29).

12. During the winter months, do not allow pets to urinate / defecate on sidewalks and patios. Snow removal personnel are affected by the blow back of this unsanitary matter when plowing / shoveling.

J. RECYCLING CARTS / DUMPSTERS – W.H.O.A. RECYCLING - REMOVAL OF BULK ITEMS - LARGE REFUSE DISPOSAL LOCATIONS - HAZARDOUS HOUSEHOLD WASTE DISPOSAL - MEDICATION DISPOSAL



1. Recycling Carts
   Recycling carts have two separate designations. Please separate items appropriately. The designations are printed on the top of the carts.

   - For plastic, aluminum, steel and glass. (**NO PLASTIC BAGS**)
   - For paper and corrugated cardboard (**NO PLASTIC BAGS**)

Materials that cannot be recycled into the carts must be placed in the dumpster.

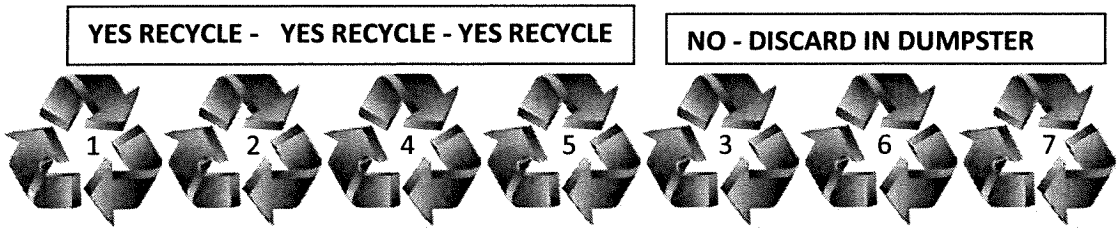
If there is "contamination" such as plastic bags, caps, lids, aluminum foil, pie type tins, or yard / garden waste, etc. in the recycling cart, the City cannot process any of the recyclable materials in the entire cart. It must be thrown away in the landfill.

PLEASE DO NOT PLACE THE FOLLOWING IN THE IN YOUR <u>RECYCLING CARTS</u>.

- Food, garbage, plastic bags, container caps and lids, Styrofoam, light bulbs
- Plastic and microwave wrap, gift- wrap, wrapping paper
- Aluminum foil and pie tins
- Ceramic or china items, window glass, flower pots
- Toys, cat litter boxes
- Empty motor oil and anti freeze containers
- Metal or glass other then food containers, cooking pots
- Latex paint containers (open container & dry out and then put in dumpster)
- Diapers
- Syringes or medical waste
- Wire or plastic hangers
- **DO NOT PUT NEWSPAPERS IN CART IN A PLASTIC BAG**
- Paper cartons with plastic coating such as juice containers
- Kleenex boxes with plastic on top
- Frozen food and microwave boxes, take out container boxes
- Paper plates, towels, napkins



<u>PLASTIC CODING</u>



The  symbol, know as the "chasing arrows," is the universal sign for recycling. It can be found on the bottom or side of most containers. All plastic symbols have a code number written inside which tells the type of plastic. Most milk, soda, household cleaner, toiletry and many food container plastics are 1, 2, 4 and 5 and must be recycled. If there is no coding or there is a 3, 6, or 7 coding, please discard the plastic in the dumpster.

City of Milwaukee Citations, Fines and Penalties

If the owners at Whispering Hills violate the City of Milwaukee mandatory recycling Ordinances, the Association is subject to citations, fines and penalties. If fines occur, and the offender(s) can be identified, they will be assessed the fine. If not, the cost will be assessed proportionately to each of the 207 Unit Owners.

2. **W.H.O.A. Recycling**

- Always let the Property Manger know if there is a problem
- Break down boxes before placing in recycling carts and dumpsters
- Do not place overflow items next to recycling carts and dumpsters This interferes with dumpster pick up, looks unsightly and may draw animals / rodents
- It is prohibited to throw garbage or trash outside the disposal receptacles
- When recycling carts are full, place your items in dumpster. Carts are emptied approximately once a month
- When dumpster is full, use another dumpster
- Everything must fit in the dumpster with the lid closed. Protruding objects prevent the driver from emptying the unit
- Dumpsters are emptied once a week
- Place pet waste in a closed bag, then place in dumpster
- Cart and dumpster scavenging is not permitted by Unit Owners or outsiders
- Small amounts of bagged garden materials can be placed in the dumpster.
  DO NOT place next to dumpster

3. **Removal of Bulk Items from Whispering Hills**

The City of Milwaukee no longer collects appliances (stoves, refrigerators, wash dryers, air conditioners, hot water heaters, etc.)
Unit Owners are responsible for the removal / disposal of bulk items from the property. Bulk items cannot be placed next to dumpsters, recycling carts or placed on other common property.

Unit Owners options to dispose of bulk items

The Unit Owner is responsible for proper storage of all bulk items/ debris until arrangement can be made for their removal / disposal from the property. Property storage means keeping these items in your residence, garage or owners locker storage unit until removed from the property. The items cannot be placed on common property at any time.

When items are delivered or home projects create debris, have the delivery / project installer completely remove the old items / debris from the property. Dumpsters are for garbage disposal – not construction material disposal or carpet disposal.

Call the City of Milwaukee. Effective 1/7/13, they will pick up bulk items not to exceed 4 cubic yards, at a cost of $50.00. You must give them your address / apartment number. You must be at home at the time of pick up. The office cannot assist you. Do not place items on common property at any time.
Call 414-286-2489 or visit Milwaukee.gov/mpw

4. **Large Refuse & Bulk Item Disposal Locations**

Disposal of old appliance, tires, construction and demolition City Appliance pickup discontinued.

As of December 20, 2004, old appliances such as refrigerators, stoves and air conditioners are no longer collected by city crews. Appliances and scrap metal are recycled. Freon is recovered from appliance such as refrigerators and air conditioners before disposal. Appliances will be accepted at city Self-Help Centers.

Disposal of Old Tires

Residents of Milwaukee and city property owners may take up to five tires to the Self Help Centers for recycling.

Disposal of Construction and Demolition Materials

The disposal of construction and demolition materials at Self-Help Centers is limited to two cubic yards per trip. Disposal of quantities equal to or less then two cubic yards is free of charge to residents who bring the debris to a Self-Help Center. Two cubic yards equals 3' x 3' x 6' or the amount of material that

fits in the back of a typical pickup truck. Construction and demolition debris includes concrete, dirt, drywall, wood waste and roofing material.

Disposal of Electronics

Effective 9/1/10 many consumer electronics are banned from Wisconsin landfills. City crews will NOT pick up and no one may deposit in the trash any of the banned items.

Milwaukee city residents may recycle the following items free of charge at the Self-Help Centers: TVs, computers (desktop, laptop, netbooks, tablets), desktop printers, computer accessories, DVD players, VCRs, DVRs, computer monitors, mice and keyboards, fax machines, cell phones.

Self – Help Center

City of Milwaukee residents have two convenient locations where they can dispose of garbage, yard waste, used motor oil, up to five tires, brush, furniture, electronics, and appliances and recyclable material. When you arrive at a self-help center, you will be asked to provide a City of Milwaukee residency or property ownership. You will then base directed to unload the vehicle.

The centers are located at:
6660 N. Industrial Road
3879 W. Lincoln Avenue

Winter hours of operation
Monday-Saturday 7AM-3PM
Closed Sunday
Closed on City Holidays

Summer hours of operation
Monday-Friday 7AM-7PM
Saturday 7AM-3PM
Sunday10AM-2PM
Closed on City Holidays

Items accepted at both locations:

- Brush
- Grass clippings
- Leaves & garden debris
- Appliances
- Old furniture
- Up to five passenger vehicle tires
- Garbage
- Up to 2 yards of construction debris (lumber, plywood, concrete)
- Waste motor oil
- Used antifreeze
- Computers (up to 10 components)
- Batteries
- Corrugated cardboard
- Recyclables (cans, paper, plastics, phone books, magazines, paperbacks)

5. **Medication Disposal**
Old and unused prescriptions and over the counter medications **cannot** be flushed down the toilet or poured down sink drains. These items are having an environmental impact on everyone's life.

Watch your newspaper for dates and locations of **Medicine Collection Days** for Milwaukee County residents.

6. Do not dump pollutants down storm sewer drains at any time. (e.g. car oil, chemicals, cleaning solutions, dog waste or cigarette butts)

7. HOUSEHOLD HAZARDOUS WASTE DISPOSAL

Many products in your home, garage and yard contain hazardous materials. Improper disposal of these products can cause fires, injuries to people and animals and ground water contamination.

Keep your home safe by disposing of hazardous products properly.

Please do not put hazardous waste in the garbage or recycling container. Take products like pesticides, paint, solvents and other potentially harmful chemicals to these sites arranged by the Milwaukee Metropolitan Sewerage District:

Northside:
Waste Management / AETS Disposal Facility
W124 N9451 Boundary Rd
Menomonee Falls
(124th Street becomes Boundary road. Facility is located in north 9400 block)

Open Days and Hours:
Monday 11AM-6PM Wednesday 11AM-6PM Saturday 9AM-2PM

What You Should Bring

GARAGE AND WORKSHOP	KITCHEN AND BATHROOM	HOME AND GARDEN
Acetone	Aerosol cans, full	Cleaners, solvent-based
Artist's paints and media	Batteries, button	Disinfectants
Antifreeze	Batteries, rechargeable	Floor care products
Auto body repair products	Dry cleaning solvent	Hair remover
Automobile oil	Fertilizer (with pesticides)	Nail polish
Battery acid	Fungicide	Nail polish remover
Brake fluid	Furniture polish	Oven cleaner
Car wax, solvent-based	Insect spray	Thermometers
Contact cement	Light ballasts	
Driveway sealer	Metal polish, solvent-based	
Fiberglass epoxy	Mothballs	
Fluorescent light bulbs	Pesticides	
Gasoline and other fuels	Pool chemicals	
Glue, solvent-base	Rat poison	
Glue, water-based	Shoe polish	
Joint compound	Spot remover	
Kerosene	Stump remover	
Lighter fluid	Thermostats	
Nonautomotive oils	Weed killer	
Oil filters		
Paint, oil-based & latex*		
Paint thinner		
Paint stripper		
Parts cleaners		
Photographic chemicals		
Rust remover		
Shellac		
Stain		
Transmission fluid		
Turpentine		
Varnish		
Wood filler		
Wood Preservative		

*Latex paint can be dried and placed in the trash

K. SELLING YOUR UNIT - WHAT TO DO WHEN YOU SELL

1. The Unit Owner is requested to notify the Property Manager of an impending sale.

2. The seller will need a copy of W.H.O.A. Declaration / By-Laws and Rules. If you need copies, the office can provide them for a $25.00 fee.

3. The seller's clubhouse / pool key is to be turned into the office. The key will be issued to the new owner. If the key is not turned in, the $50.00 Capital Contribution will be withheld.

L. SITE SPECIFIC RULES – ELEVATOR BUILDINGS & 5-PLEX'S

1. **City of Milwaukee Fire Code**

   - Items shall not be placed / stored in the hallway / stairwell common areas, except a rug no larger than 2' x 2' in front of the Unit Owner's door
   - Items shall not be placed / stored outside the elevator building unit storage lockers or the 5-plex basement unit storage lockers
   - 5-Plex laundry room fire door must be closed at all times
   - No smoking in common hallways, stairwells, foyer, elevator building garage, elevator, or 5-plex basements

2. **Bird Feeders & Bird Baths**
   Are not permitted on patios or balconies of the elevator buildings or 5-plex's.

3. **Common Door Locks**
   If a lock / key has to be changed because keys have been inappropriately given out, the Unit Owner responsible will be charged for the full cost of the re-keying.

4. **Common Interior Area Walls**
   Nothing can be nailed, taped or placed on common interior walls. A violation will cause the identified party to pay the cost of restoration.

5. **Grills**
   The State of Wisconsin, City of Milwaukee code Ordinances and W.H.O.A.'s insurance carrier require Whispering Hills to implement the National Fire Association Code rules for USE OF GRILLS.

   Elevator Building and 5-Plex Balconies and Patios

   - Electric Grills are the only type of grill permitted on balconies and patios. Other types are prohibited
   - See additional Grill Rules Listed under "Condominium Rules – General"

6. **Inter-Com System**
   As a safety precaution, do not "buzz" persons unknown to you into the building. This could become a safety issue for others in the building.

7. Maintenance of the interior of storage lockers is the Unit Owner's responsibility.

8. Patio Fences are not allowed in front of first floor unit patios.

9. Patio and balconies must be cleared of ice and snow by Unit Owners within 24 hours.

10. Railings – no flower pots / boxes permitted on the outside of balcony railings.

11. **Parking – Common Areas**
There are limited surface area parking spaces in the area. Unit Owners are strongly encouraged to park their vehicles in their garage. When parking additional vehicles on the surface areas, be considerate of your neighbors so as to not occupy all the spaces directly in front of your unit.

12. Please notify the Property Manager immediately of spills / damage, etc. to carpets, wallpaper and other common areas, so the area can be properly cleaned, restored or repaired.

Specific Rules for Elevator Building Only

Elevator Building – Garage Spaces
Garage spaces cannot be rented to non-residents of the elevator building.

Please notify the Property Manger immediately if the garage door does not operate properly.

If you have damaged the garage door by striking it, notify the Property manager immediately.

M. SWIMMING POOL AND RELATED AREAS

The pool is for the exclusive use of the homeowners/residents and a limited number of guests.

The following rules and procedures apply to the pool, pool deck and entire enclosed gated locked pool areas

SEASON: MEMORIAL DAY – LABOR DAY

The Board of Directors, weather and finances permitting, may alter the season.

HOURS: 10:00 AM – 10:00 PM

No swimming before or after posted pool hours.

SWIM AT YOUR OWN RISK – NO LIFE GUARD ON DUTY

- It is strongly suggested that persons not swim in the pool if alone in the pool area
- A telephone to call 911 (no charge) and an emergency first aid kit are located on the north wall clubhouse

POOL CAPACITY – 64 PERSONS (As per City of Milwaukee Pool License)

USE OF POOL AREA BY RESIDENTS AND GUESTS

- Guests are limited to four per household and MUST be accompanied by an owner/resident at all times.
- An adult owner/resident must accompany all children under age 18.
- Use of the pool is a privilege that is limited to Homeowners who are current with their monthly dues
- Any special circumstance that prevents an owner/resident from accompanying guests needs to be brought to the attention of the Board of Directors or the Property Manager.
- Do not prop open pool gates or clubhouse doors

POOL RULES

- Proper swim attire is required in the pool. Infants must wear swimsuits and specially designed swim diapers
- Water safety equipment is permissible: water safety jacket, swim vest, arm cuffs, etc.

- Wet swimwear is not allowed in the clubhouse, except bathroom areas. Use separate outside entrances to enter the bathrooms.

- No urination or defecation in the pool. The City of Milwaukee Health Department can close the pool down for this infraction.

- Persons with an illness or open wound, which might jeopardize the health of others, should not use the pool.

- Do not remove pool drain doors / grates as this causes the pool to malfunction, resulting in costly repairs.

- Owners/residents and their guests are required to clean up their trash. Waste containers are provided in the area near the back door of the clubhouse.

<u>The following are strictly PROHIBITED in the pool area:</u>

1. Glass or other breakable items
2. Animals or pets
3. Running, diving, jumping into the pool and other disruptive behavior such as wrestling, dunking, throwing people into the pool
4. Rafts, large flotation devices, athletic equipment
5. Small objects such as coins, small toys which may get caught in the filter
6. Electrical devices (non-battery powered)
7. Motorized toys and boats
8. Excessive noise, splashing or radios without headphones
9. Use of tobacco or alcohol
10. Private pool parties / use of pool by guests attending functions in clubhouse
11. Grills

Persons ignoring these rules take full responsibility for injury or damage.

Those not following the rules may be asked to leave the area. Continued violations of the rules may result in the resident and guest's pool privileges being revoked for the season.

Residents are responsible for their guest's behavior and will be cited for any of their guest's rule violation.

We need everyone to help enforce the rules. The pool is a privilege for all of us.
Have fun and be considerate of others!

N. UNOCCUPIED UNITS

If your unit will be unoccupied and no one will be living there because you are selling your unit and moved away, going on vacation, entered a nursing home / rehabilitation / hospital setting, etc., you must notify the W.H.O.A. office and provide the following:

1. A phone number where you can be reached.

2. The name, phone number and address of a person in the city who is available to act in your absence.

3. Provide an alternate contact to the office so you may be reached in the event of an emergency

4. Make sure your interior unit insurance is valid and premiums are up to date.

5. Prepare your unit in the following manner:
   - Water faucets, toilets, hot water heater and wash machine appropriately turned off to prevent leakage / running
   - Townhouses, basement and outside water faucets to be shut off in winter
   - Heat set in unit at temperature to prevent water pipes and system from freezing. Keep heat in basement turned on. Leave under sink doors and room doors open so heat can circulate
   - Porch / patio appropriately cleared off for snow removal
   - Mail and paper stopped, held or picked up daily by neighbor
   - Make sure all windows and storms are closed

O. FORMS

W.H.O.A CLUBHOUSE RENTAL CONTRACT

I AGREE:

1. **TO ABIDE BY ALL CLUBHOUSE RULES.**
2. To pay a security deposit of $250.00 to reserve the clubhouse.
3. To pay a non-refundable rental fee of $100.00.
4. Not to use clubhouse for any commercial or profit oriented activity.
5. To leave the clubhouse premises and adjacent outside areas as clean and orderly as when rented.
6. To pay for any theft, damage or cleaning services that might be necessary. Such payment may be deducted from the security deposit or additional assessments may be made.
7. Not to tape or nail decorations to walls, light fixtures, woodwork or furniture.
8. The clubhouse must be cleaned no later than 10:00 AM of the following day. W.H.O.A. accepts no liability for anything left in the clubhouse.
9. To keep all doors closed to minimize noise.
10. In the event of complaints of noise or unruly parties the renter of the clubhouse must answer to the Property Manger.
11. To ensure that guest do not create noise disturbances (congregating, cell phones, etc.) outside the clubhouse.
12. No music after 11:00 PM. **NO AMPLIFIERS**. All parties must end by 12 midnight.
13. The function will be confined to the interior of the clubhouse. Rental of the clubhouse does not include the pool, pool area or other common areas. Grills are not permitted on pool deck or surrounding areas.
14. To see that guests DO NOT park in the roadways (DESIGNATED FIRELANES), on the grass, blocking other resident's garages or in front of the dumpsters. In the event of parking violations, the Police may be called, or cars will be ticketed by the Association and the renter of the clubhouse will have to answer to the Property Manager. Additional public parking is available on 72 Street.
15. W.H.O.A. is not responsible for alcohol consumption by guests. Such consumption is the responsibility of the renter of the clubhouse. Minors are not allowed to consume alcoholic beverages in or around the clubhouse. The renter of the clubhouse is responsible for enforcing this rule.
16. As the renter of the clubhouse, I will remain in attendance at all times.
17. As the renter of the clubhouse, I will close and lock all exterior doors upon completion of the function.
18. To indemnify and hold harmless the Condominium, the Unit Owners' Association, each Unit Owner, the Board of Directors and Managing Agent from any loss, claim, or liability of any kind arising out of use of the club-house and the clubhouse rental. This includes, but is not limited to, any claim of property damage or personal injury.

Signature_____ Paid Reservation Fee $_____

Date of Party_____ Paid Security Deposit $_____

Number of Guests_____ Date _____

(Maximum 40 Guests)

W.H.O.A. CLUBHOUSE CLEAN UP CHECKLIST

PARTY DATE:_____

This form must be filled out and left in the mail slot on the office door after your party.

CHARGES – DEDUCTED FROM SECURITY DEPOSIT

GREAT HALL AND KITCHEN AREA

☐	$ 10.00	Sweep floor and wipe up sticky spots
☐	$ 5.00	Clean and put away all dishes
☐	$ 5.00	Clean refrigerator and remove food
☐	$ 15.00	Clean stove, oven and microwave
☐	$ 10.00	Empty all garbage cans
☐	$ 10.00	Leave kitchen area neat and clean
☐	$ 10.00	Store all chairs and tables neatly and safely
☐	$100.00	Turn off stove burners and ovens

LOUNGE AREA

☐	$ 10.00	Put all furniture back and vacuum if necessary
☐	$ 5.00	Wipe off tables and chairs

OTHER AREAS

☐	$ 5.00	Leave bathrooms neat. Take out garbage
☐	$ 10.00	Pick up all <u>outside</u> the clubhouse • cigarette butts • paper, litter etc. • **Take down balloons or streamers used to mark the way to the clubhouse if you put them up on light poles or stop signs.**
☐	$ 25.00	Make sure all: • **lights are off**
☐	$ 5.00	Vacuum hall if necessary
☐	$ 25.00	All doors must be closed and / or locked upon leaving

Signed:_____ Address:_____

Date:_____

WHISPERING HILLS OWNERS ASSOCIATION STANDARD COMPLAINT FORM

This is to inform the Property Manager that I am filing a complaint pursuant to the Rules of Whispering Hills Owners Association, Inc.

Date: _____

Your Name:_____

Address: _____

Phone Number:_____

Unit Owner against whom complaint is filed:

Name:_____

Address:_____

State Complaint or Violation: (For a vehicle note license #, description and address where parked) Continue on Reverse side if necessary.

Did you discuss this situation with the other unit owner? _____Yes _____No

State pages of Rules and Procedures Hand Book, and Rule Number:

Signature:_____

OFFICE USE: Received in Office: _____

Received by Rules Committee: _____

Action Date, Rules Committee: _____

Appeal Date, Board of Directors: _____

Final Decision Date:_____

Complaint #_____

W.H.O.A. EXTERIOR CHANGE / ALTERATION / MODIFICATION / REPLACEMENT REQUEST FORM

Describe thoroughly all change(s), etc. requested:
(Appropriate drawing, specification, dimension measurements). Use back of form for diagram if necessary.

Material to be used – Describe.

For patio overlay replacement, enlargement, answer the following questions:

- Current dimensions of patio
- Will the current patio be removed completely or partially?
- Will the new patio be even with the sidewalk / lawn?
- Will the new patio be laid under the outside water faucet?
- Are you removing existing plantings, fences, etc.? If so, please describe.
- Describe other landscaping changes.
- How will the area be esthetically finished off?

_____ _____

Unit Owner Signature Date

_____ _____

Address E-Mail

FOR OFFICE USE:

Approval letter sent _____
Date

Denial letter sent _____
Date

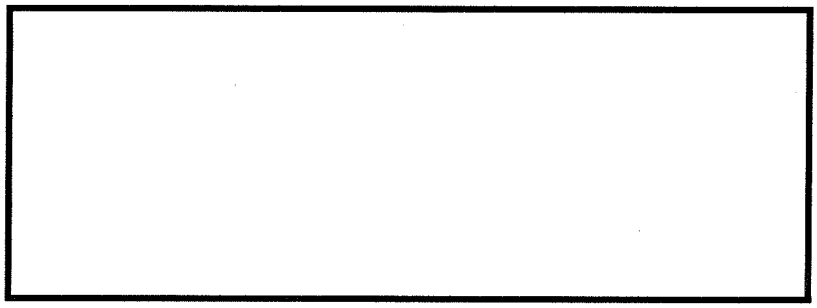
The request requires markings for transmission lines before proceeding:
Yes_____ No_____

COMPLETED FORM CAN BE E-MAILED TO lisa@ppc-wi.com

W.H.O.A. FENCE SPECIFICATIONS

1. Fence height no less than 4 ft 6 inches and no higher then 5 ft 6 inches
2. Standard pine, pressure treated pine or Cedar, 1 by 8 boards
3. 2 by 4 framing
4. 4 by 4 posts
5. Board on board construction ---___---___---___---___
6. Bottom end of boards to be 6 inches from ground
7. Fence cannot enclose outside water faucet or area beyond dimensions of your unit's interior
8. Fence must end at least two feet from sidewalk
9. Straight or "L" shaped only – maximum of one 90 degree angle
10. Outside board of fence must be within 12 inches of patio
11. Fence cannot be attached to patio or building, must be free standing and minimum of 6 inches away from building outside surfaces
12. Painted to match building color (get formula from office)
13. Fence must be completed, including painting, within 15 days of initiation
    ALL PLANS MUST BE SUBMITTED TO WHOA OFFICE AND APPROVED PRIOR TO INITIATION OF CONSTRUCTION (approval may take up to 45 days)
    Any structure not approved prior to construction may be removed by W.H.O.A., at the unit owner's expense

Proposed fence with patio dimensions noted on diagram below:



You will receive written approval or request for modification from the office. <u>Do not proceed until then.</u>

Name:_____ Date:_____

Address:_____

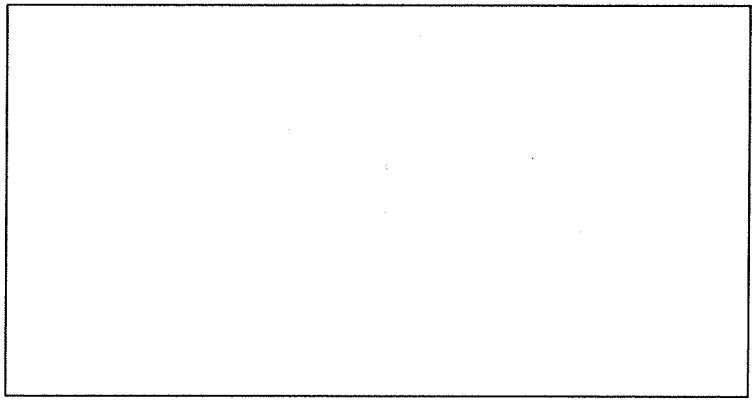
Phone:_____

OFFICE NOTES:

W.H.O.A. EXTERIOR GARDEN CHANGE / MODIFICATION /REPLACEMENT REQUEST FORM

1. Describe thoroughly all changes requested. Include location, proposed garden dimensions, material used, plantings (flowers, bushes, etc.)

2. Proposed changes noted on diagram below:



You will receive written approval or a request for modifications from the Property Manager. DO NOT PROCEED UNTIL THEN.

I understand that changes and maintenance of this area are at my own expense.

_____ _____

Unit owner signature Date

_____ _____

Address E-mail

COMPLETED FORM CAN BE E-MAILED TO lisa@ppc-wi.com

FOR OFFICE USE:

Approval letter sent _____(Date)

Denial letter sent _____(Date)

The request requires markings for transmission lines before proceeding: Yes_____ No _____

WHISPERING HILLS OWNERS ASSOCIATION, INC

W.H.O.A. UNIT OWNER VEHICLE INFORMATION

DATE: _____

NAME: _____

ADDRESS: _____ APT # _____

CELL PHONE _____ HOME PHONE _____

WORK PHONE _____ EMAIL _____

VEHICLE #1
MAKE _____
MODEL _____
COLOR _____
STATE _____
LICENSE # _____

VEHICLE #2
MAKE _____
MODEL _____
COLOR _____
STATE _____
LICENSE # _____

VEHICLE #3
MAKE _____
MODEL _____
COLOR _____
STATE _____
LICENSE # _____

VEHICLE #4
MAKE _____
MODEL _____
COLOR _____
STATE _____
LICENSE # _____

WHEN INFORMATION CHANGES, PLEASE LET THE OFFICE KNOW. FORM AVAILABLE CALL 262-257-9250

Vehicle Listing Form

IMPORTANT INFORMATION

Please keep this information with your governing documents

Whispering Hills Owners' Association, Inc.

RESOLUTION REGARDING OCCUPANCY OF UNITS

WHEREAS the Board of Directors of Whispering Hills Owners' Association, Inc. (the "Association") "shall have the powers and duties as are necessary for the administration of the Condominium property", pursuant to Article V, Section 3 of the Bylaws;

WHEREAS the Board of Directors has the power to "make rules and regulations, and amendments thereto from time to time, respecting the operation, use, and occupancy of the Condominium property," pursuant to Article V, Section 3 (1) of the Bylaws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules and Regulations regarding the occupancy of Units:

The Association's Declaration, as amended in 1998, states at Article VIII, Section I(a) that "...the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any room in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than the owner, whether or not consideration is tendered as rent."

For purposes of enforcing this Declaration provision, the Board adopts the following Rules and Policies *which are intended to apply only if the Owner has not been granted a hardship exception by the Board under Declaration Article VIII, Section I (b) and if the Owner has not been grandfathered in by Declaration Article VIII, Section I (e)*:

(1) If a Unit is unoccupied due to the Owner's death, or incapacity, the Association will allow the Unit to be vacant (or occupied by the Owner's immediate family) for one year and will not consider that Unit to be in violation of Declaration Article VIII, Section I(a) for that year-long grace period. However, to the extent a Unit is vacant for these purposes, the Association will require the Unit Owner (or his/her successors or designees) to follow the "Unoccupied Unit" guidelines in Section N of the Rules Handbook for the duration of the one-year grace period.

(2) If a Unit is vacant for any other reason not enumerated in section (1) above, or is vacant for longer than one year except due to foreclosure, the Association will consider the Unit to be in violation of Declaration Article VIII, Section I(a) and the Unit and its Owner will be subject to fines.

(3) If a Unit is owned by an entity other than a natural person, a married couple, or a domestic partnership, (including but not limited to an LLC, a corporation, a trust, or a partnership ~~or any other entity),~~), the Association will consider the Owner to be in violation of Declaration Article VIII, Section I(a) if the person occupying the Unit is anyone other than the majority owner of the entity or the majority recipient of the named trust beneficiary. The ownership information will be derived from the documents recorded at the Milwaukee Register of Deeds. If an Unit Owner fails to provide supporting

documentation to the Association showing that the occupant of the Unit is the majority owner of the entity or the majority recipient of the named trust beneficiary, the Unit and its Owner will be subject to fines. A Unit owner's correspondence address, not the address of the Unit, shall create a rebuttable presumption that the Owner does not reside at the Unit. Any Unit Owner claiming to have immediate family members occupying the Unit, as defined in the Declaration Amendment Article VIII Section 1, recorded 9-3-08, shall upon demand within 30 days, show legal documents (e.g. birth certificates, marriage licenses, adoption papers) supporting such family membership.

~~(2)~~ The Merriam-Webster legal definition of "Residence" shall be used; "a fixed and permanent abode or dwelling-place;" and "Dwelling:" "a structure where a person lives and especially sleeps." Mere showing of a residence document displaying the Unit address, is not evidence of the Owner actually residing at the Unit.

Note that the Association's Declaration, as amended in 1998, uses a DIFFERENT fine structure than the Rules, Section C. The multi-step process of Section C is not applicable to this Amendment.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on Feb 13, 2018, with the policy to take effect on Feb 13, 2018.

Judith Kraatsch
President

Secretary