

REGENCY VIEW CONDOMINIUMS
RULES AND REGULATIONS with AMENDMENT A (10/18/23)

ARTICLE I
VARIANCES TO RULES AND REGULATIONS

- 1.1 Any variance of any Rule or Regulation or special dispensation due to special or extraordinary circumstances may be granted by the Board upon the Unit owner supplying the Board, a written request detailing the need for a special dispensation. Any variance or special dispensation granted by the Board shall be subject to revocation by a majority of all Unit owners, at a meeting duly called for such purpose.

ARTICLE II
ASSESSMENT AND ASSESSMENT COLLECTION

- 2.1 The regular monthly assessments, as and for the payment of common expenses as Determined by the Board pursuant to Article VI Section 3 of the Bylaws of Regency View, Inc. are **due on or before the first day of each month**.
- 2.2 Special assessments, as levied from time to time by the Board, and/or the installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit owners informing them of the levied special assessment.
- 2.3 Payments tendered with future dates (postdated) are not allowed and will not be accepted by the Association. The actual date of the Association's receipt of a payment shall control as to whether payment was made timely. Any costs incurred by the Association as a result of the return of a unit owner's payment due to insufficient funds, or other similar reason, shall immediately be assessed to the Unit owner's account and therefore, against the Unit owner's unit, until such costs are reimbursed to the Association by the Unit owner, provided that the cost shall not be less than \$50. No statement of "payment in full", "accord and satisfaction", or other similar notation on or accompanying any payment shall be binding on the Association.
- 2.4 An automatic assessment of \$50.00 shall be made to a Unit owner's account and, therefore, against the Unit owner's unit in the event any assessment whether regular or special, whether an installment or otherwise, is not received by the Association by the fifteenth (15th) day after its due date. This automatic additional assessment shall be made upon each failure by the Unit owner to remit good and timely payment of any assessment or installment thereof.
- 2.5 The Association treasurer shall provide the Unit owner written notice of each automatic additional assessment and the resulting balance owed by the unit owner. The treasurer's failure to provide said notice and/or the Unit owner's failure to receive said

notice shall not effect, in any fashion, the imposition of such automatic additional assessment. The resulting new balance owed by the Unit owner must be paid in full within fifteen (15) calendar days of the date on which the automatic additional assessment was made pursuant to Section 2.4 above, to prevent further and/or additional collection procedures.

- 2.6 The unit owner's right to be recognized and heard at all meetings of the Association, whether member's meetings or Board of Director's meetings, shall automatically suspended upon the Unit owner's failure to pay any resulting new balance owed by the Unit owner, in full, on or before the date due, as determined in Section 2.5 above. Such suspension shall remain in effect until any and all moneys owed, as provided herein, are paid in full.
- 2.7 An automatic additional assessment of \$100.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit owner's account, shall be made to the Unit owner's account and therefore, against the Unit owner's unit in the event the Unit owner fails to remit, in full, by the due date any resulting balances owed pursuant to Section 2.5 above. The Association treasurer shall not be required to notify the Unit owner of the imposition of said automatic additional assessment.
- 2.8 Upon the assessment of the amount stated in Section 2.7 above, the Association treasurer shall immediately refer the delinquent Unit owner's account to legal counsel for the Association. Said legal counsel shall cause a Statement of Condominium Lien to be filed against the Unit owner's unit, (or other such method of collection so advised by legal counsel) securing all amounts then owed to the Association and all amounts permitted under the laws of the State of Wisconsin, the Declaration of the Condominium, the Association Bylaws, and these Rules and Regulations.

Once the Unit owner's account has been referred to legal counsel, all payments of the Unit owner's account must be submitted to such legal counsel for proper application of same. In the event a Unit owner submits to said legal counsel a payment which is therefore, returned due to insufficient funds, or other similar reason, the Unit owner's account and, therefore, the Unit owner's unit, shall be automatically assessed \$100.00 as and for additional costs incurred by the Association in consulting with legal counsel to recalculate and adjust the Unit owner's account. Upon the assessment as provided herein, the unit owners right to vote at all meetings of the Association, whether members' meetings or Board of Directors' meetings, shall automatically be suspended. Such suspension shall remain in effect until any and all moneys owed, as provided herein, are paid in full.

- 2.9 An automatic second additional assessment of \$160.00, as and for additional costs incurred by the Association to recalculate and adjust the unit owner's account, shall be made to a Unit owner's account, and therefore, against the Unit owner's unit upon the

commencement of litigation against the Unit owner for the collection of any amount owed to the Association. All costs incurred by the Association's legal counsel or advanced by the Association, with respect to prosecuting said litigation, including, but not limited to lien filing costs, court costs, post judgment supplemental costs and interest, shall be automatically assessed to the Unit owner's account, and therefore, against the Unit owner's unit.

- 2.10 Upon the Association's referral of a Unit owner's account to legal counsel for collection, the balance owed by the Unit owner, together with all subsequent accruing and/or additional assessments, shall incur interest at the rate of eighteen percent (18%) per annum (or the highest legal limit allowed at such time, whichever is less), until the Unit owner's account is paid in full. Said interest shall relate back to and commence from the date on which the oldest owed assessment became due. All payments upon a Unit owner's account shall first be applied to the interest accrued, if any, and then to assessments in the order in which they were assessed.
- 2.11 In the event the Association utilizes the services of a professional management Company to which assessments are remitted by the Unit owners or which is otherwise responsible for the accounting of paid and unpaid assessments or notifying the Unit owners of the balance of Unit owner's account or the enforcement of any provisions of the Declaration, Bylaws, and/or these Rules and Regulations, all requirements or duties of the Association Directors and/or Officers shall be the requirements or duties of the management company so retained by the Association.

ARTICLE III

USE OF PREMISES

See Amendment for Additional Rules

- 3.1 The Units (as provided pursuant to Declaration Article X and Bylaw Article 8.1(a)) shall be used for residential purposes only. The Common Elements and Units shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of residential units.
- 3.2 As provided under Section 1(i) of Article VIII of the Bylaws, no nuisance shall be allowed on the Common Elements or Units, nor shall any use or practice be allowed which is a source or persistent and meaningful annoyance to the residents, or which interferes with the peaceful possession or proper use of said property by residents.
- 3.3 No flagrantly immoral, improper, offensive or unlawful use shall be made of the Common Elements or Units or any part thereof, and all valid laws, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with.

- 3.4 No rule or regulation shall be adopted by the Board which shall deprive any member of substantial property or occupancy rights, or which shall operate in a discriminatory manner.
- 3.5 Members and members' occupants shall not make or allow any noises or odors which in any way or at any time might be objectionable to other members or members' occupants.
- 3.6 No Unit owner shall decorate or alter the exterior of a Unit or the Common Elements without the prior written consent of the Board of Directors. This provision shall not be construed as to deny Unit owners the right to decorate their units for an appropriate holiday. No owner of a Unit may erect, post or display posters, signs or advertising material on the Common Elements or at locations within a Unit which are visible from the Common Elements without the prior written consent of the Board of Directors, except that a Unit owner may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale or lease (not a 'For Sale' sign). Where consent of the Board of Directors is obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules and regulations applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the exterior of the building.

ARTICLE IV SECURITY

See Amendment for Additional Rules

- 4.1 No soliciting or selling, including door to door soliciting of any type, shall be permitted on any part of the Common Elements without the prior written approval of the Board.
- 4.2 All members or occupants of members' units shall notify the Association of the member's or occupant's intention to be absent from the unit for a period of two (2) weeks or longer. No member or occupant shall allow newspapers or other items to accumulate which will indicate the member's or occupant's absence from the unit.
- 4.3 Each Unit owner shall be responsible for maintaining not less than one (1) fully operational smoke detector on each floor of their unit at all times. The Unit owner who fails to comply with this provision shall assume the responsibility of any resulting damage(s) or additional resulting damages caused by their non-compliance with this provision.

ARTICLE V LEASING OF UNIT

- 5.1 Notwithstanding any provisions regarding leasing in the Declaration and/or Bylaws, any member intending to lease their unit must notify the Association not less than 60 days prior to the commencement of any such lease. Any member electing to lease their unit must within 7 days of commencement of said lease notify the Association of the following:
- a) tenant name(s)
 - b) phone numbers – home and work
 - c) number of occupants
 - d) written, signed statement saying tenant(s) have viewed the Declaration, Bylaws, Rules & Regulations and will comply. However, members will still Remain the responsible party.
- 5.2 A copy of a fully executed lease must be supplied to the Association prior to the tenant moving in.

ARTICLE VI SANITATION

- 6.1 In addition to the provisions of Declaration Article XI, Section 4, the Common Elements shall not be obstructed, littered, defaced, damaged or misused in any manner.
- 6.2 All members shall be responsible for adhering to any laws, ordinances, and/or rules pertaining to recycling as dictated by any Governmental, Quasi-Governmental and/or Association authority.

ARTICLE VII MANAGEMENT

See Amendment for Additional Rules

- 7.1 No member or occupant of a member's unit shall or attempt to direct, supervise, or in any manner assert control over any association contracted worker(s). Poor workmanship or performance of such individuals should be reported to the Board or to the property management company immediately.
- 7.2 In the event the Association utilizes the services of a professional management company to which assessments are remitted by the Unit owners or which is otherwise responsible for the accounting of paid and unpaid assessments or notifying the Unit owners of the balance of Unit owner's account or responsible for enforcement of the provisions of the

Declaration, the Bylaws and/or these rules and regulations all requirements or duties of the Association and/or officers (Board of Directors) shall be the requirements or duties of the management company so retained by the Association. All notices and/or requests to the Association shall be directed to the management company for presentation to the Board of Directors.

ARTICLE VIII
PATIOS/WALKWAYS
See Amendment for Additional Rules

- 8.1 A member or occupant of a member's unit shall control all barbecue fires, smoke and/or offensive odors so as to not disturb or be dangerous to the neighboring members, neighboring units or the Common Elements.
- 8.2 **(In accordance with Mt. Pleasant codes and fire safety standards)** No charcoal burners shall be kindled or maintained on combustible balconies or within 10 feet of combustible patios on ground floors. Propane grill cylinders having water capacities greater than 2.2 pounds capacity shall not be located on balconies above the first floor. Electric grills are allowed as long as they are listed and used in accordance with the manufacturer's instructions.
 - 8.2.1 Every member who and every member who has an occupant who barbecues shall have a qualified, fully operational fire extinguisher during any time the barbecue is in use.
- 8.3 No boxes, bicycles, carriages or other similar items shall be stored on patios.
- 8.4 No clothes, sheets, blankets, rugs, laundry or other similar unsightly items shall be hung and/or displayed from the patios. In addition, no such items shall be placed in any unit or on the Common Elements so as to display same to or from any Common Elements or Limited Common Elements. No clothesline of any fashion or material shall be placed on the patios.
- 8.5 No antenna, other than a permanent condominium television antenna and/or satellite dish if so approved and installed by order of the Board of Directors shall be placed on any portion of the Common Elements or patios.
- 8.6 A member must submit a plan in order to plant, re-landscape, and/or decorate any bedding area(s). The plan must be submitted in writing and include a detailed diagram. Written permission from the Board must be granted prior to beginning the project.
- 8.7 Members may place removable planters, flowers, and/or flowering plants within the boundaries of their limited-common patio.

ARTICLE IX
VEHICLES, PARKING AND GARAGE
See Amendment for Additional Rules

- 9.1 The following rules and regulations are in addition to or in conjunction with the provisions of Article VIII, Section 1(d) of the Bylaws.
- 9.2 Due to the potential for fire and/or personal injury, unreasonable amounts of newspapers, empty boxes, or flammable materials and the like shall not be kept for any unreasonable length of time in the garage and/or unit of the condominium. Due to the hazardous nature of such items, any such item(s) found in violation of this provision may be confiscated by the Board. In addition, there shall be no use of any grill, barbecue, cooking stove or the like in the garage area.
- 9.3 Cooking, sleeping and/or residing in any vehicle, whether temporary in nature or otherwise, is prohibited in all areas of the condominium.
- 9.4 Due to required periodic maintenance of and snow removal from the condominium parking areas, no vehicle of any type, which cannot be moved on a daily basis, shall be parked in any of the condominium parking areas. Any member or occupant of a member's unit who requires a parking space to park a vehicle, which cannot be moved on a daily basis, must obtain prior written authorization from the Board. No vehicle of any type shall be stored in any parking area of the condominium. No inoperable vehicle of any type shall be parked in any parking area of the condominium. No repair and/or maintenance of a vehicle(s) shall be allowed on any common or limited-common area(s) of the condominium. Such repair and/or maintenance may only be done in a member's garage. Vehicles in violation of these rules will be ticketed and towed at the owner's expense.
- 9.5 No owner of a Unit may erect, post or display posters, signs or advertising material on the Common Elements or at locations within a vehicle which is visible from the Common Elements without the prior written consent of the Board of Directors.
- 9.6 No member or occupant of a member's unit shall park any vehicle in the limited-common assigned parking area of another member without the prior permission of the other member. A member who discovers an unauthorized vehicle in his or her parking area shall be responsible for contacting the Mt. Pleasant Police Department to have the offending vehicle ticketed and/or towed.
- 9.7 No vehicle shall travel at a rate of speed in excess of fifteen (15) miles per hour in any parking or drive area of the condominium.

9.8 Condominium Bylaws prohibit the extended parking of a vehicle on condominium (common) property. Any owner who should encounter an emergency situation (such as temporary occupation of the unit by an additional child/guest) which will cause the necessity for a vehicle to be parked as such for a period in **excess of seven (7) days** should follow these procedures:

a) The member must present an application in writing to the Board PRIOR to the parking of said vehicle. The application should state:

- 1) Length of parking permit requested
- 2) Reason for the request
- 3) Name of unit owner and name of vehicle owner
- 4) License number
- 5) Make/model/year of vehicle

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

b) Upon the approval of such a request, the condominium owner shall submit a monthly fee of \$20.00 per month or a single payment of \$50.00 for the three month period. The vehicle shall be parked in a “guest” parking spot according to the directions of the Board as stipulated in the permit. Any snow removal problems encountered due to the parking of the vehicle shall be the responsibility of the unit owner.

c) Permits may be eligible for re-application, re-evaluation and renewal for one additional three-month period. Renewals shall be made at the discretion of the Board and shall not be considered automatic extensions. Under no circumstance shall an additional vehicle be parked on the Association property for a period in excess of six months.

ARTICLE X PET POLICY

10.1 Written Board approval is required prior to owners purchasing a pet.

10.2 Animals may be permitted subject to such height, weight and other restrictions, as the Board of Directors deems reasonable in their sole discretion. The Board will not Consider any dog over sixty-five pounds. Any dog currently permitted as of the date of the original resolution of this pet policy will not lose its permitted status by reason of this resolution. Upon death or relocation of current pet, any future replacement must adhere to this policy.

10.3 Upon approval and purchase, a Pet Rider must be provided to the Board with a picture of pet(s). Such Rider(s) are not assignable except to co-residents of the Unit in which the original applicant resides. Each Rider shall be signed by the President or his/her designee and shall contain the following information:

- a) Name and Unit number of the permit holder;
- b) A description of the pet being licensed thereunder including but not limited to pet name, size, color and license number.
- c) The date of issuance;
- d) A statement that the Rider is a revocable license; and
- e) An agreement (to be executed by the pet owner) to be bound by the terms of all pet policies.

A rider shall be effective when signed by appropriate parties and a copy signed by the pet owner is placed on file with the Association. The President may designate a standard form of Rider.

10.4 No permitted pet shall be permitted on the Common Elements unless on a leash and within the control of a person. Other animals shall not be permitted on the Common Elements.

Pet owners shall be responsible for the proper and immediate disposal of the pet's waste without regard to their control over the pet at the time or location of the waste.

Pet owners are responsible for the behavior of their pet and any handler thereof.

Pets shall be housed exclusively within Units in which said pets are permitted under this policy.

Pets shall be licensed by the City if required and a copy of such license shall be furnished to the Association upon request of the Board.

All pets shall be maintained in a manner as to keep any noise at a minimal level which in any event must not be an unreasonable annoyance to the other condominium residents.

10.5 Dogs: Not more than one (1) dog shall be permitted in each unit.

The Board will issue a dog rider for any dog certified to the Board as an "animal assisting the handicapped" under section 101.22(2p), Wisconsin Statutes. The keeping of any such animal assisting the handicapped shall neither affect nor be affected by the priority rules herein, except that no additional dog shall be permitted in the same unit.

- 10.6 Cats: All cats must be spayed or neutered. No more than two cats per unit.

Each rider is a revocable license and may be revoked following notice, at the option of the Board, for any reason for any breach of the Rules and Regulations set forth above or as may be promulgated in the future by the Board of Directors. Upon revocation a pet owner shall dispose of the pet within a reasonable period of time. A permit holder shall be responsible for any costs of the Association in enforcing its rights hereunder which may be added as a special assessment against the Unit for which the permit was issued.

ARTICLE XI

RULE VIOLATIONS

See Amendment for Additional Rules

- 11.1 Each member shall be responsible for the violations of and/or noncompliance with the Bylaws, rules, regulations, covenants, conditions or restrictions committed by the member, any individual of the member's household, any occupant of the member's unit, any tenant or sub-tenant of the member's guest or visitor or the member's occupant's guest or visitor.
- 11.2 All members and occupants of members' units shall report, in writing, any alleged violation of or non-compliance with the Bylaws, rules, regulations, covenants, conditions or restrictions as required hereunder.
- 11.3 Upon the Board's receipt of information regarding an alleged violation of or non-compliance with any Bylaws, rules, regulations, covenants, conditions or restrictions, by any member, the Board shall furnish written notice to the member by personal delivery or by regular mail to the member's last known mailing address informing the member of the alleged violation or non-compliance and of the possible imposition of a fine. If the member, within seven (7) days after receipt of said notice, fails to demand a hearing on the alleged violation by written notice delivered upon the President, the Board shall assess the fine specified in the publication of the rules and regulations. This fine and any costs, including but not limited to attorney fees, incurred by the Association in collecting same shall constitute an assessment as said term is utilized in sub-sections 3 through and including 9 of section 703.16 Wis. Stats. Unpaid fines shall incur interest at the rate of interest provided in Article II, Section 10 of these Rules and Regulations.

11.4 Any member who shall consider that he or she is unfairly accused of violation or non-compliance with any rule or is justified otherwise, shall be entitled to a hearing before the Board which shall designate an impartial referee for the hearing of evidence, all to the end that members enjoy due process and the right of hearing in respect to any claim of violation. In the case of any such proceedings, the costs thereof, if any, shall be borne by the member requesting the hearing, unless it is found by the impartial referee that the Board proceeded in bad faith or without substantial cause.

11.5 The notice furnished by the Board informing the member of the alleged violation or non compliance shall contain the following:

- a) the name of the member;
- b) the date of delivery of the notice upon the member
- c) the date(s) of the alleged violation;
- d) a description of the rule(s) or regulation(s) allegedly violated;
- e) the amount of the fine(s) that can result;
- f) a description of what procedure the member must take, if any, to cure the violation(s) and state the requirement of written intent to cure be made upon the president within seven (7) days;
- g) information regarding the members' right to demand a hearing;
 - 1) the member has seven (7) days in which to make his demand;
 - 2) such demand must be in writing;
 - 3) such demand must be made upon the president;
 - 4) failure to make such demand within the required period shall constitute a waiver of the right and consequently the stated fine, if any, will be assessed against the member, together with any cost and reasonable attorney fees incurred, and shall constitute an assessment upon the member's unit.
 - 5) the costs of the hearing will be borne by the member unless the Impartial referee determines the board proceeded in bad faith or without substantial cause.

11.6 Upon a member's failure to demand a hearing and after the required period of time given the member to make such a demand, or upon finding, by impartial referee, of actual violation if the member has timely demanded a hearing, the Board shall notify the member in writing, by regular mail, of the imposition of the fine. The notice shall inform the member that failure to pay the fine within seven (7) days shall cause the fine and any costs of collection related thereto to constitute an assessment upon the member's unit. The fine, together with any collection costs, shall incur interest at the rate of interest provided in Article IV of these Rules & Regulations commencing eight (8) days after delivery of the notice until said amount is paid in full.

ARTICLE XII
AVAILABLE REMEDIES AND FINES
See Amendment for Additional Rules

- 12.1 The following is a schedule of fines that will be imposed under these rules & regulations, pursuant to the provisions hereof, as a result of a member's violation of or non-compliance with the Bylaws, rules, regulations, covenants, conditions or restrictions:
- a) **A WRITTEN WARNING for a member's first violation** of or non-compliance with a specific Bylaw, rule, regulation, covenant, condition or restriction.
 - b) **FIFTY DOLLARS (\$50.00) for a second violation** of or non-compliance with a specific Bylaw, rule, regulation, covenant, condition or restriction for which the member received a written warning pursuant to paragraph (a) immediately above.
 - c) **ONE HUNDRED DOLLARS (\$100.00) for each successive violation** of or non-compliance with a specific Bylaw, rule, regulation, covenant, condition or restriction for which the member received a written warning pursuant to paragraph (a) immediately above, and incurred the imposition of the fine prescribed in paragraph (b) immediately above.
- 12.2 In addition to the provisions of Section 1 hereof, the remedy provisions of Bylaw Article VIII, Section 1(1) shall remain available to the Association.

ARTICLE XIII
GENERAL PRINCIPLES

- 13.1 The Board of Directors shall adopt rules and regulations governing the use of the Common Elements and Units, as same are defined in the Declaration, and the personal conduct of the members and the member's family, tenants and guest thereon. Such rules and regulations will be so adopted in light of the duties and rights established in the Declaration. The Board shall publish and furnish to each member the specific rules and regulations as adopted from time to time.
- 13.2 The Board of Directors shall retain the right to make reasonable decisions based on a solely "subjective" basis as they may deem to be in the best interest of the Association.
- 13.3 All provisions of the Declarations and Bylaws shall remain unchanged. If there is any conflict between any provision of the Declaration and any provision of the Rules and Regulations, the provision of the Declaration shall control. If there is any conflict between any provision of the Bylaws and any provision of the Rules and Regulations, the provision of the Bylaws shall control.

REVISION HISTORY

V1 NOVEMBER 08,2018- Original rules document was retyped to this file because the copies of the original were not suitable for scanning or viewing for ongoing use. Corrections made: Minor renumbering for proper continuity. Retyped by Becky Hinkle, Project Manager, WPI.

V2 OCTOBER 18, 2023 – Appendix A was added with the Regency View Board of Directors fully approving the document.

Minor edits, such as adding an instruction note to affected Rules Articles to check the amendment for more rules, pagination layout etc. were made to original rules document by Meredith Orth, Project Manager, Director of Operations, WPI.

Amendment A to Regency View Condominiums Rules (10/18/23)

This amendment provides new rules to the existing rules, for example: Article IV 4.9, Video doorbell and other video cameras. It also clarifies existing rules. It is appended to the existing rules document version from May 2018. The entire document is to be used as one set of rules.

Other items are presented as recommendations like HVAC (Heating Ventilation and Air Conditioning) maintenance and water heater replacement.

More information about our governing documents including declarations, by-laws and policies (Harassment, Snow Removal etc.) and rules reminders can be found under the governing documents and other tabs on the web portal.

This amendment will be used to update the entire rules document when resources allow.

New revisions of these rules will not be produced just to correct new project manager's or organization names. Consult the latest communication you have received from the Board to find out the latest contact information for project manager etc. to contact the new people as required.

NOTE: Approvals are revocable. Any approval granted by the Board is a license. If the owner or resident is not in compliance with the conditions of any Board approval, the Board may revoke the approval upon written notice within an appropriate time frame.

If you have a fire, pull the pull switch in your unit, then call 911 and leave the building to assemble on the lawn east of your mail box until help arrives.

If you have a plumbing leak or other emergency, & WPI is closed, please call their emergency number (262-631-1129).

USE OF PREMISES

3.2.1 QUIET HOURS

To be considerate to neighbors and others, **do not create loud noises with appliances, equipment or activities between the hours of 10:00 pm and 8:00 am.** That includes washers, dryers, dishwashers, music, machines or activities. We are in a multifamily situation here and must be aware and considerate of others.

ARTICLE IV SECURITY

4.4 FIRE ALARMS

The fire alarms actuated by the unit pull stations are not connected to the fire department (except building 3026). In case of a fire call 911, then pull the fire alarm. **Anytime fire alarms go off, you should exit the building & move a safe distance away to your assembly area east of your mailbox on the east side of Meyer Court on the lawn, until help arrives.**

4.5 WPI EMERGENCY NUMBER

If you have a leak or other emergency, & WPI is closed, please call their emergency number (262-631-1129). You should know where your water turn off is in your unit in the event you have a leak. Contact a plumber or WPI if you need assistance. See the Plumbing Emergency Protocol in this appendix for more information.

4.6 YEARLY FIRE ALARM TESTING IS REQUIRED

All units will have their fire alarm pull stations tested yearly. Information about testing and scheduling will be communicated by WPI and the Board. Failure to have the test done within the timelines provided will result in an automatic \$100 monthly fine and you may also be required to pay for additional testing.

4.7 DO NOT START AND RUN INTERNAL COMBUSTION ENGINES IN YOUR GARAGE

Never start and run any internal combustion engine in a garage except for when you plan to immediately exit the garage. DO NOT warm your car up in the garage. You may pull it out on to your driveway if warming up is desired.

NOTE: Owners and residents are required by the Bylaws to keep garage doors closed except when actively in use. This reduces pest infestations, increases security, decreases energy costs etc. See By-laws Article V section 2b.

4.8 RECOMMENDED SAFETY FOR NIGHTTIME WALKING AND BIKE RIDING

Please wear light color clothing and or a reflective vest and walk against traffic when on Meyer Court at night.

When riding a bike be sure to have light color clothing or a reflective vest plus a light to see and be seen.

4.9 VIDEO DOOR BELL AND OTHER VIDEO CAMERAS. INSTATLLATION AND USE (with approved RFA only).

NOTE: This does not apply to phones and personal cameras.

1. **ONLY WITH AN APPROVED RFA**, will the Association allow the installation video doorbell and/or inside surveillance cameras. And only in those situations and places where the security of either people or property would be enhanced.
2. Video cameras installed without written permission may be removed at the owner's expense.
 - a. **Video doorbell cameras can only be installed on the front door molding or garage door molding and only with an approved RFA. NO OTHER OUTSIDE CAMERAS ARE ALLOWED.**
 - b. Doorbell cameras installed as of the date these Rules are adopted **may be allowed** with respect to the requirement of prior written consent of the Board. Any camera allowed to be installed must be used in an appropriate, professional, ethical and legal manner consistent with all existing applicable laws and Association policies. This policy shall also apply to any security/surveillance cameras that may be placed in/a part of a resident's vehicle.
3. **Approvals Are Revocable. Any approval granted by the Board is a license. If the camera is not in compliance with the conditions of the Board approval, the Board may revoke the approval upon fourteen (14) days written notice.**
 - a. Video doorbell and inside surveillance cameras will be limited to situations that don't violate the reasonable expectation of privacy as defined by law.
 - b. Purpose. The purpose of these rules is to regulate the use of video doorbell and/or inside surveillance cameras to protect the legal and privacy interest of the Association, its members and guests.
 - c. Rules. The function of a video doorbell and inside surveillance camera is to assist in protecting the safety and property of the Association, its members and guests. Accordingly, any such camera used on the property is subject to the following:
 1. The primary use of video doorbell and inside surveillance cameras will be to record images for future identification of individuals in the event of legal or policy violations.

2. Any images or recordings from video doorbell and/or inside surveillance cameras for any unit or which captures images outside of units shall be available to the Board on request;
3. Any images or recordings from video doorbell and/or inside surveillance cameras for any unit or which captures images outside of units shall be available to the Board on request;
4. All images or recordings must be maintained by the unit owner or resident for a period of at least 30 days.
5. If an incident occurs that is substantiated with a video doorbell or inside surveillance camera data, and a member, resident or guest (child or adult) is involved, either as a victim or suspect, the data shall be transmitted to the Board or the property manager by the unit owner or resident who owns or controls the camera for record keeping and analysis.
6. If and when installed video doorbell cameras are removed, all costs to repair and restore damaged common element are the unit owner's responsibility.
4. When units sell the video doorbell must be removed and the original doorbell must be reinstalled. The new owner may request a video doorbell by reading and understanding these rules and submitting an RFA.
5. Approvals Revocable. Any approval granted by the Board is a license. If the owner or resident is not in compliance with the conditions of any Board approval (written or implied), the Board may revoke the approval upon fourteen (14) days written notice.

ARTICLE VII MANAGEMENT

7.3 UNIT ENTRY, GARAGE, STORM AND PATIO DOORS, AND ALL WINDOWS ARE THE UNIT OWNERS' RESPONSIBILITY

NOTE: Owners and residents are required by the Bylaws to keep garage doors closed except when actively in use. This reduces pest infestations, increases security, decreases energy costs etc. See By-laws Article V section 2b.

Unit owners are responsible for the entry, storm, patio and garage doors on their unit. Please look at these and proactively address issues on these to keep our complex looking great and eliminate damage caused by deferred maintenance. Conditions requiring the owners to address/repair will be noted on Spring walk arounds and distributed.

The Board of Directors will focus on the conditions and necessary maintenance of storm doors, garage doors, entry doors and windows at a regular cadence every few years.

We have approved a white storm door (Menards - Larson 4152814 (36x80) along with a nickel door handle) that can **you can have installed at your expense with an RFA** submitted to the board for review. Contact WPI to inquire about their pricing for this service.

An approved exterior door with steel exterior with a half-moon window, is Menards Mastercraft model number: 4140376. Verify your door swingout, handedness and size before purchasing any door. **After obtaining an approved RFA you may contact WPI, to have them install the door at your expense and about their pricing.**

- a) Garage doors may be washed with a bucket of soapy water and a cloth or sponge and rinsed. NO POWER WASHERS CAN BE USED AT REGENCY VIEW BY UNIT OWNERS WITH OUT PERMISSION FROM THE BOARD. Submit an RFA to request permission. Also inspect your garage door weather stripping and if needed replace it now before winter to keep winter winds and rodents out of your garage.

7.4 SIGNING UP FOR PORTAL/WEBSITE

Go to the new portal for Washington Properties **<https://www.wpiracine.com>** then go to owner portal to enter your information. You can then review governing documents, etc. You can also make payments (if you are not already set up for automatic payments). Please be sure that WPI has your email address to send you this information. For a Portal invite or assistance with Portal contact Meredith Orth at Washington Properties. You can request a new account on the owner portal page.

7.5 HVAC (Heating, Ventilation & Air Conditioning) MAINTENANCE RECOMMENDATIONS

HVAC units are the owner's responsibility

Change (or wash washable) filters monthly.

MERV 13 rated filter is recommended.

Run your furnace briefly several times in summer to blow out wasps etc.

Have a yearly checkup done by qualified technician and have them:

- Clean and inspect the evaporators – inside and outside.
- Inspect the heat exchanger.
- Test cooling and heating performance.
- Ensure a p-trap for the condensate line is present and working.
- Lubricate motors, etc.

a) Installation issues

- Very few companies manufacture the unique HVAC systems for condos that we have. Sometimes availability is limited.

- Different grades of systems may be available.
- Stainless steel heat exchangers have a longer warranty period (20 years).
- In lower units outside faucet pipes are exposed to damage during installation.
- Sprinkler contractors may be required to disconnect and reconnect lines.

7.5 PLUMBING EMERGENCY PROTOCOLS

If you have an emergency involving a water leak in your unit first (if you feel comfortable do so) see if you can turn off the water supply to your unit near the water heater. DO NOT FORCE the shut off valve. Then call a plumber or WPI emergency services at 262-631-1129 to have them come and shut it off rather than you breaking it off, creating a bigger problem and then having to shut off the entire building.

Our CPVC pipes can be brittle and so when working or cleaning around any of the supply lines like under the toilet tank and or shutting off the unit shut off valve, be extremely careful not to damage these pipes.

To address water damage inside your unit, you may need to call your homeowners insurance and a cleanup company.

7.6 PLUMBING ITEMS

Water heaters older than 10 years old are candidates for replacement. You are responsible for flooding that occurs due to your leaking water heater. Call WPI or your plumber for a quote to replace water heaters to prevent damaging your or other people's units.

Our CPVC water supply lines are designed for up to 200-degree F water temperature and higher pressures than PVC piping. It is more brittle than PVC piping as discussed in the 7.5 Emergency Plumbing section of this amendment.

When cementing CPVC pipes a different colored pipe cementing products are used. Be aware of this difference when piping is being cemented in your unit. An example: Oatey brand pipe cement uses purple primer for both pipe types. Orange colored cement is for CPVC pipe and clear for PVC. Other brands may be different.

Inspection of unit shut off valves and water heaters may be required by the board before selling your property to identify items that need to be replaced prior to selling.

7.8 TRANSFER FEE TO BE PAID AT CLOSING

When selling your unit there will be a transfer fee of 3 times the monthly assessment due at closing. This is to help build up our reserve account for the future maintenance costs.

7.9 COLLECTING DATA WITH LOGS ETC

In some situations where investigation and evaluation are needed, owners and board members may be asked to collect information on spreadsheets, logs or emails to provide data for analysis. This is an efficient way to collect data by eliminating excess paperwork and administration time.

7.10 APPLYING EPOXY FLOOR COATING OR PAINT TO GARAGE FLOORS

Only with an approved RFA, can concrete colored floor paints or coatings extend past your garage door seal.

7.11 DRYER VENT SYSTEM CLEANING PAID FOR BY THE ASSOCIATION

All units will have their dryer vents cleaned every three years starting in late 2023. The next cleaning will be in late 2026 and so on. Failure to have the cleaning performed will result in an automatic \$100 monthly fine and you will be billed for rescheduling the work. NOTE: the cost of having the vent system cleaned out of schedule will be billed to the unit owner.

7.12 COMMON AREA PRIVACY

Please avoid infringing on other's privacy when walking on common property. For example: stay away from walking near other's bedroom windows etc.

7.13 LIMIT SMOKING TO DRIVEWAYS

Per our rules (3.5) and by-laws, obnoxious odors are not allowed. Please be considerate of everyone and limit smoking to inside your unit or your driveway.

7.14 EJECTOR AND SUMP PUMP RESPONSIBILITIES

- A) Common ejector pumps are HOA responsibility. (3036)
- B) Unit ejector pumps are Owner responsibility. (3026)
- C) Unit sump pumps are Owner responsibility. (3026 and 3036)
- D) Pump protocols will be discussed, approved and distributed along with recommended schedules for replacement.

7.15 DRONE USE.

No drones are allowed to be used in any manner on association property at any time except by written board approval.

7.16 BIRD FEEDER RULES (RFA MUST BE SUBMITTED)

1. No bird feeders can be attached to the buildings or balconies
2. All seed feeders should be either a hanging feeder or on a pole.
3. No feeders on the ground.
4. No less than 4' from the ground to keep squirrels etc. off the feeder.
5. Consider a seed catcher.
6. Feeding other animals other than birds is not allowed.
7. Flocks of nuisance birds should be discouraged.
8. Owner is responsible for removing all debris and plants sprouting from the seeds.
9. The further away from the buildings the better to discourage rodents etc.
10. Hanging in trees is allowed. Feeders must not interfere with personnel passage.
11. No placement near sidewalks or patios where droppings and debris can gather.

7.18 FLYING THE FLAG OF THE UNITED STATES OF AMERICA (consult the US. Flag Code for proper etiquette and presentation).

The only flag that can be displayed on the property is the United States Flag and only in a holder, not screwed, nailed etc. into railings, siding or any other part of the building. There are holders that clamp to the balcony spindles but those can only be used by upstairs units. Talk with the Board if you have other suggestions.

7.18 RULES REMINDERS FOR MORE SPECIFIC INFORMATION

Check the web portal for the rules reminders to get more information on parking, trash collection, decoration and planting information etc.

7.19 REQUESTING WRITTEN BOARD APPROVAL

To request board review and approval for special requests etc. submit a Request for Action form (RFA) to WPI. See the web portal to get a copy of the form or contact our project manager at WPI. If other instructions apply you will be advised.

**ARTICLE VIII
PATIOS/WALKWAYS**

8.2 GRILL SAFETY

We are required to adhere to Mount Pleasant Fire Department requirement for grills at condominium complexes. See the fire department grill requirements below. Contact the fire department for more information as required.



SOUTH SHORE FIRE DEPARTMENT GRILL CODES AND STANDARDS

3900 Old Green Bay Road - Mt Pleasant - WI 53403- 262-995-1200- 262-995-1208

To Whom It May Concern:

The South Shore Fire Department occasionally receives complaints and/or questions regarding the use of grills at multi-family occupancies. In this letter, the codes and fire safety standards will be quoted along with a brief explanation of the code.

Grills:

NFPA 1 Fire Code, 2015 edition

10.10.6 Cooking Equipment.

- 10.10.6.1** For other than one and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft. (3 m) of any structure.
- 10.10.6.2** For other than one-and two-family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.
- 10.10.6.3** Listed equipment permanently installed in accordance with its listing, applicable codes, and manufacturer's instructions shall be permitted.

This is pretty clear. Any grill with an open flame has the potential to cause a structure fire even if used properly. Charcoal has a long burn time and embers can cause a fire long after the grilling is done.

Propane Cylinders:

NFPA 58 Liquefied Petroleum Gas Code, 2014 edition

- 6.20.11.2** Cylinders having a water capacities greater than 2.7 lb. (1.2 kg) [nominal 1 lb. (0.5 kg) LP- Gas capacity] shall not be located on decks or balconies of dwelling of two or more living units above the first floor unless they are served by exterior stairways.
- 8.3.5** Storage Within Residential Buildings. Storage of cylinders within a residential building, including the basement or any storage area in a common basement of a multi-family building and attached or detached garages, shall be limited to cylinders each with a maximum water capacity of 2.7 lb. (1.2 kg) and shall not exceed 5.4 lb. (2.4 kg) aggregate water capacity per each living space unit.

Since propane is a flammable gas that is heavier than air, it will pool in a lower level rather than dissipate like natural gas. This is one of the primary reasons propane use is limited in all occupancies. The use and/or storage of the 20 lb. cylinder on most propane grills is prohibited inside any part of multi-family dwellings. The 20 lb. cylinders are allowed to be used and stored on ground floor outside patios if there is no balcony or eave above and the grill is at least 10 feet from the building.

Electric Grills:

Electric grills are allowed provided that they are listed and used in accordance with the manufacturer's instructions. However, they should not obstruct the exit. **Other: NFPA 1 Fire Code, 2015 Edition**

10.10.3.2 Permanent barbecues, portable barbecues, outdoor fireplaces, or grills shall not be used for the disposal of rubbish, trash, or combustible waste material.

Balconies/ Escape Platforms: NFPA 1

Fire Code, 2015 Edition

14.4 Means of Egress Reliability.

14.4.1 General. Means of egress shall be continuously maintained free of all obstructions or impediments to full instant use in the case of fire or other emergency.

14.4.2 Furnishings and Decorations in Means of Egress.

14.4.2.1 No furnishings, decorations, or other objects shall obstruct exits or their access thereto, egress here from, or visibility thereof.

The balconies in question are designed and considered as a means of egress, second exit, and/or escape platform. As such, they should be clear and unobstructed at all times.

Condominium associations, apartment owners/managers, insurance companies, etc. sometimes have stricter requirements as part of their bylaws, lease agreements, and policies. This is a contractual item between the parties involved and is outside the jurisdiction of the Fire Department.

The use of any open flame appliance has, by its nature, some inherent risks involved. Proper care and attention is required during the use of any appliance that produces heat. We encourage anyone using a grill to do so in a safe manner in accordance with fire codes and the manufacturer's instructions. Failure to do so endangers not only yourself but your neighbors as well.

Hopefully this will answer the questions regarding the use of grills. Thank you for your cooperation.

Sincerely,

Robert W. Stedman

Fire Chief

Revised 8/21/20

8.6 a RESTORING LANDSCAPING BACK TO ORIGINAL

Owners who have modified common or limited common areas may be required to pay to restore the landscaping back to the original before closing a sale of their property.

ARTICLE IX VEHICLES, PARKING AND GARAGE

9.8.a RENTING A PARKING SPACE

Condominium Rules (9.8) prohibits the extended parking of a vehicle on condominium property for more than seven (7) days (cumulatively or consecutively as determined by the board).

NOTE: The monthly rental; charge is now \$40 and three months is \$100.

9.8.d OUTSIDE STORAGE OF VEHICLES IS PROHIBITED

Long term storage of vehicles (more than 7 days (cumulatively or consecutively as determined by the board) is not allowed outside of your garage. The rules (9.8a) spell out the process to request rental of a visitor spot if you need an outdoor storage spot for a week or more for registered and licensed vehicles.

Vehicles used daily must be parked in the garage or designated parking areas (drive ways). Visitor spots are not for constant use by residents (unless rented).

Only temporary parking is allowed on the west side of Meyer court for both visitors and residents.

If you have questions contact our project manager at our property management company (WPI).

Boats, travel trailers, utility trailers etc. **are allowed with board permission** for up to 48 hours.

All vehicles outside of the garages must have up to date registrations and licenses.

Unit owners are responsible to pay for cleanup of all oil or other fluids leaking onto the asphalt from any vehicle associated with that unit.

9.9 TYPE 2 or LEVEL 2 EV (ELECTRICAL VEHICLES) CHARGERS ARE NOT ALLOWED

As of the board approval of these rules, TYPE 2 chargers are not allowed until the board has thoroughly evaluated the requirements for these installations. TYPE 2 chargers previously installed will be evaluated to determine if they can remain. The installation of these chargers will likely exceed the electrical capacity of our facilities if everyone did this. This will require extensive investigation and an engineering analysis at the requestor's cost. **This is an example of how things done inside (or outside) a unit can affect other units and thus an RFA is required before making such changes.** Contact our project manager at WPI with questions before you install something that you may have to remove at your cost.

9.10 CHECKING FOR VEHICLE RECALLS AND SAFETY CONCERNS

With the increased complexity of modern vehicles there has been an increase in safety and recall campaigns. It is incumbent on all vehicle owners to monitor these items and take the appropriate actions to eliminate the possibilities of affecting our complex or buildings. See the NHTSA web site <https://www.nhtsa.gov/recalls> to search for recall with your VIN number.

9.11 RULES REMINDERS LIST MORE SPECIFIC PARKING INFORMATION

Check the web portal for the rules reminders to get more information.

ARTICLE XI RULE VIOLATIONS

11.4 a GRIEVANCE REFEREE PROCESS

Contact WPI for an impartial referee's contact information.

ARTICLE XII AVAILABLE REMEDIES AND FINES

12.1.d AUTOMATIC FINES

The board will levy automatic fines for some violations only after residents have been notified two times by letter, postings, or emails about the possible impositions of automatic fines. For example: after all units have been notified two times about fire alarm testing and if a unit owner does not have their fire alarm pull station tested during annual testing on the scheduled date and has not made special arrangements with the board for testing, an automatic fine of \$100 (in this case) monthly fine will be levied. No additional warning letters will be sent. This can be applied to other violations as determined by the board.