

EXECUTIVE SUMMARY

Condominium Name: SHERMAN TERRACE CONDOS

This Executive Summary was prepared or revised on 8/20/2025 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an  icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- ◆ Condominium association name Sherman Terrace Condos
- ◆ Association address 1-37 Sherman Terrace, Madison, WI 53704
- ◆ The association is managed:
 - ☐ By the Unit Owners (self-managed)
 - ☒ By a management agent or company
 - ☐ By the declarant (developer) or the declarant's management company
- ◆ Person(s) to be contacted for more information about the condominium Birwood / Condo Team
- ◆ Address, phone number, and other contact information for the contact person
3165 E. Washington Ave 608.241.4449
Madison, WI 53704 CONDO@BIRWOOD.NET
-  For condominium document references regarding association governance and a condominium contact person, see _____

2. Parking

- ◆ Number of parking spaces assigned to each Unit: 1-2 Number Outside ALL Inside NONE
 - ☒ Common Element ☐ Limited Common Element ☐ Included as part of the Unit
 - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- ◆ Parking fees (Include separate maintenance charges, if any) ☒ No ☐ Yes, \$ _____ per _____
Other (specify): _____
- ◆ Parking assignments reserved or designated on the plat or in the condominium documents:
 - ☒ No ☐ Yes - Where? _____
- ◆ Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes
- ◆ Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes
- ◆ Describe parking available for visitors Street Parking
- ◆ Describe any other parking restrictions One vehicle per licensed driver in lot (up to 2); No RV's, boats or trailers
-  For condominium document references to parking, see Declaration 25; Rules & Reg

3. Pets

- ◆ Are pets allowed? ☐ No ☒ Yes—describe the kinds of pets allowed: NO dogs; indoor pets only

♦ Pet rules and restrictions: Pets cannot be in outdoor areas

☐ For condominium document references regarding pet rules, see Bylaws, Amendment I; Rules & Regs: Pets

4. Unit Rentals

♦ May Unit Owners rent out their condominium units? ☐ No ☒ Yes -- describe the limitations and restrictions on unit rentals: Own for 1 year before allowed to rent. No lease under 6 months. Additional rules in Rules & Regs.

☐ For condominium document references regarding unit rentals, see Bylaws, Amendment II; Rules & Regs

5. Special Condominium Amenities or Features

Small meeting room, laundry rooms, storage spaces & green areas.
(describe any special amenities and features)

♦ Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes -- cost: _____

☐ For condominium document references regarding special amenities, see _____

6. Unit Maintenance and Repair Responsibilities

♦ A Unit Owner's responsibilities for unit maintenance and repair include: All items within boundary of unit, such as windows, doors, plumbing, HVAC, electrical, etc. Owners responsible for upgraded balconies.

☐ For condominium document references regarding unit maintenance and repair responsibilities, see Original Declaration 5-7; Declaration amendment 3; Rules & Regs.

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

♦ Person(s) responsible for common element maintenance, repair and replacement: Association

♦ Repair and replacement of the common elements is paid for by:

- ☐ Unit Owner assessments
☐ Reserve funds
☒ Both
☐ Other (specify): _____

♦ Person(s) responsible for limited common element maintenance, repair and replacement: Owner if upgraded LCE; Or, if element only serves their unit

♦ Repair and replacement of the limited common elements is paid for by:

- ☐ Unit Owner assessments
☐ Reserve funds
☒ Both
☒ Other (specify): _____

☐ For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Original Declaration 5-7; Declaration Amendment 3; Rules & Regs

8. Reserve Funds

♦ Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☐ No ☒ Yes

♦ Does the association have a Statutory Reserve Account*?

☒ No ☐ Yes -- reserve balance is \$ 432,254.06

Note: This amount is current as of the date this Executive Summary was prepared or revised.

- ☐ For condominium document references regarding this condominium's reserve funds for repairs and replacements, see _____

*Note: A "Statutory Reserve Account" is an account established under Wis. Stat. § 709.169 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ended, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- ♦ Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

☒ Not applicable (no developer-owned units or declarant control has ended)
☐ No
☐ Yes -- describe in what way: _____

- ♦ Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: _____

- ☐ For condominium document references to condominium fees during the declarant control period, see _____

10. Expansion Plans

- ♦ Has the Declarant (developer) reserved the right to expand this condominium in the future?

☒ No ☐ Yes -- number of additional units that may be added through the expansion: _____ units

- ♦ Expansion period ends: _____

- ♦ Condominium management during the expansion period is by: _____

- ☐ For condominium document references regarding condominium expansion plans, see _____

11. Unit Alteration and Limited Common Element Enclosure

- ♦ Unit Owner may alter a unit or enclose limited common elements: ☐ No ☒ Yes

- ♦ Describe the rules, restrictions and procedures for altering a unit: with prior BOD approval; appropriate permits

- ♦ Describe the rules, restrictions and procedures for enclosing limited common elements: BOD approval, permits as needed, cannot compromise structure

- ☐ For condominium document references to unit alterations and limited common element enclosures, see w/ state statutes; Bylaws (p. 10-11); Article III; Rules & Regs

12. First Right of Purchase

- ♦ The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale: ☒ No ☐ Yes

- ☐ For condominium document references to any first right of purchase held by the condominium association, see _____

13. Transfer Fee

- ♦ The condominium association charges a fee in connection with the transfer of ownership of a unit: ☐ No

☒ Yes -- amount charged: \$ 150

☐ For condominium document references to fees charged in connection with a unit ownership transfer, see Rules : Regs

14. Payoff Statement Fee

- ◆ Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ☒ No ☐ Yes -- amount charged: \$ _____

☐ For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

15. Disclosure Materials Fee

- ◆ Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ☒ No ☐ Yes-- amount charged: \$ _____

☐ For condominium document references regarding fees charged for providing the condominium disclosure materials, see _____

16. Other restrictions or features (optional): _____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

☐ For condominium document references regarding condominium document amendment procedures and requirements, see Amendment section in Declaration : Bylaws

This Executive Summary was prepared on the date stated on page one by Rachel Ostrowsky, Association Manager (print name and title or position).

☐ **Instructions for Completing the Executive Summary.** The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

☐ **Executive Summary Legal Requirements.** Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

Sherman Terrace Condominium Homes

Owner's & Resident's Manual



WELCOME

Welcome to the Sherman Terrace Condominium Homes community!

The Terrace sits at the edge of the Yahara River and Tenney Park lagoons, and across the street from Lake Mendota, Tenney Park Beach, and the Tenney Locks. The complex is a short ride or brisk walk from the Capitol Square and the University of Wisconsin Campus. Nearby in the other direction are the airport and Madison Area Technical College. There is easy access to several other beautiful parks, public transportation, shopping, and good restaurants.

Our community has a fine history. The thirty-seven buildings that make up Sherman Terrace Condominium Homes sit on fourteen acres of mature trees and green space that is part of the Yahara watershed. Built between 1947 and 1949 to augment housing for military families stationed at Madison's Truax Air Base, and in anticipation of providing homes for returning World War II veterans and their families, the apartment complex—originally called Tilton Terrace Apartments—also became home for many people employed by growing new East Madison businesses. While the buildings were under construction, a kiln was set up right here on-site to manufacture the enormous number of bricks needed to complete the project. In October of 1976 the process was put in place to allow the apartment units to become condominium homes and Sherman Terrace Association was formed.

We all have reason to be proud that we chose Sherman Terrace as our home. As in any setting where people live and interact, some systems must be in place to ensure order and harmony. Existing rules and guidelines were first detailed by the Board of Directors of Sherman Terrace Association in this manual in March 2005 and subsequently updated. They are based on commonsense behaviors, which are in place to help guarantee a fair and pleasant living environment for all Terrace residents.

All owners of units here at Sherman Terrace are members of the Sherman Terrace Condominium Association. We encourage all members to attend monthly Board meetings and the annual member meeting in January. There are also opportunities to be part of committees working on tasks that may be of interest to you, or to participate in other community activities. As a renter you are encouraged to talk with the owner of your unit about Board and committee activities, and to learn about up-coming Terrace activities.

Board meetings are held at 6:30 p.m. on the second Tuesday of the month in the lower level of Building 19 or out on the lawn by the association shed. Agenda items can be forwarded to the Board before the meeting.

If you wish to write to us on any issues, our address is:

Sherman Terrace Association Board - - or - board@shermanterrace.org
25 Sherman Terrace
Madison, Wisconsin 53704

****** Each of us can show our community pride by getting to know our neighbors, keeping our common areas neat, picking up stray litter, or talking with a Board member or a member of the management company team if we notice a needed repair or have a concern about someone not following the guidelines in this manual.

Living closely together has its rewards as well as its challenges. The rewards become more obvious the longer the Terrace is your home. The goal of this manual is to help avoid the challenges. The manual is intended to summarize the rules here at Sherman Terrace, and is designed to supplement the formal Condominium Declaration and by-laws. If information in this manual conflicts with information in either of those two legal documents, the legal documents take precedent.

Again, welcome to the Sherman Terrace community.
Sincerely,

Board of Directors
Sherman Terrace Association

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INTRODUCTION

A condominium is not just an apartment you own; nor is it the same as owning your own house. By purchasing a Sherman Terrace condominium you not only bought your unit, but also a small share of the entire complex. In addition, you became a member of the Sherman Terrace Association (STA). The members of STA elect a Board of Directors (the Board) to oversee the operation of the Condominium Association. The Board is made up of your fellow Association members—your neighbors—who volunteer their time to the Condominium Association. The Board contracts an outside company (management) to oversee the day-to-day operations of the complex.

UNITS

A unit is generally defined as the area within the unfinished walls, ceiling, and floor. This includes the carpeting/flooring, the paint/plaster on the walls, the windows/window frames, doors/door frames, chimney flue and cleanout door, and any electrical, heating, cooling, and plumbing equipment that exclusively service the unit. An owner's property extends only as far as the units inside walls—though it does include the exterior door of the utility closet/utility chase. A complete definition of a unit may be found in the Condominium Declaration (Declaration.)

MANAGEMENT

STA hires a management company (management) to work exclusively on the common areas. (See pages 5-6 for definition of 'common areas'.) *Management does not work for unit owners or renters, and has no responsibility for maintenance, upkeep, and/or improvements to individual units.* Management responds to the direction of the Board and reports directly to the Board president. Management is responsible for common area repairs, cleaning, corrective measures, and other tasks as assigned by the president and the Board. Common area repairs, cleaning, or maintenance concerns should be brought to the attention of management. Management does not keep regular office hours. Contact management by phone or via e-mail. If a specific concern is not addressed by management, the concern should be brought to the Board.

NEW OWNERS & RESIDENTS FIRST TASKS

New owners and residents of a unit in Sherman Terrace Condominium Homes must provide the following information to management as soon as possible after an offer to purchase or lease is signed:

- the name of the actual owner/occupant of the unit. If jointly owned/occupied or owned by another entity, names of all owners/occupants must be provided. If a partnership or corporation holds ownership, the legal name of the entity, along with a primary contact must be provided.
- Contact information (address, telephone number, email) for primary and secondary contacts.

If you did not receive a copy of the following documents at the time of purchase/rental, contact management:

- Declaration and by-laws
- Owners' and Residents' Manual

Contact management to:

- Apply for vehicle and bicycle parking stickers.
- Request a storage locker.
- Receive basement/laundry key and door access code. Keys should have been received from previous owner during sale. New/duplicates will be \$5.

SECURITY

STA is always concerned about security and crime prevention. The Board does its best to work with owners, residents, and various government agencies to improve neighborhood security and to help reduce crime. Owners and residents are encouraged to help in this endeavor. Should a crime or medical emergency occur on Sherman Terrace property, after the proper authority has been contacted, please report the incident to management.

Emergency Police, Fire, and Ambulance 911 Non-Emergency Police 608-255-2345

QUIET HOURS

The common areas are available for normal use during the day. Noise should be kept to a minimum at all times, but especially during Quiet Hours. Activities at Sherman Terrace are not to disturb neighbors.

Quiet Hours means: no usage of inside or outside common areas for parties or other private gatherings; no loud parties inside a unit. Please speak softly when talking or on the phone in stairwells during Quiet Hours as sound travels in the hallways.

Quiet Hours are:

Sunday through Thursday - 10 p.m. to 8 a.m. the next day;
Friday and Saturday - 10 p.m. to 10 a.m. the next day;
Eve of official holiday - 10 p.m. to 10 a.m. the next day.

NOTE: There is to be no hammering, use of power tools, or other noisy construction and/or cleaning equipment after 9:00 p.m.

VEHICLE PARKING

All residents' vehicles which are to be parked at Sherman Terrace must be registered with management and must have a parking sticker properly displayed on the driver's side rear bumper. Each licensed driver living at Sherman Terrace may register one vehicle, with a maximum of two licensed drivers/vehicles per unit. Vehicles without proper stickers may be ticketed or towed at the owner's expense. All motor vehicles must properly display current licenses, be operable, and be moved at least every seven days. Upon written request, management may arrange for vehicles to temporarily park for more than 7 days without moving. Failure to abide by these rules may result in tickets or towing by the City of Madison Police, fines from STA, and/or revocation of parking privileges.

Boats, campers, trailers, lawn tractors, motor homes, recreational vehicles, all terrain vehicles, and any other pieces of power equipment, etc. are not allowed to be parked or stored on Sherman Terrace property at any time. Operation and parking of all motor vehicles—including two-wheeled motorbikes—regardless of size, is confined to the paved and/or parking areas of Sherman Terrace.

BICYCLE PARKING

Bicycle parking is allowed only in bike racks, storage lockers, or inside condominium units. To help identify bikes left behind by former residents and to aid residents in reclaiming stolen bicycles, all bikes parked in Sherman Terrace common areas must be registered with management and identified with a Sherman Terrace bicycle sticker, for which there

is no charge. Neither STA nor management is responsible for lost or stolen bicycles. We strongly recommend locking up bicycles. Inside bicycle racks are available in the basements of Buildings 4 and 28.

NOTE: Madison fire code prohibits personal belongings in building hallways. Madison City Ordinance 12.78(1) requires all bicycles used by Madison residents to be registered. Bicycles must be registered with the City of Madison, unless they have a current registration in another municipality

SERVICES

The association contracts outside vendors for the care of the lawns, bushes, trees, sidewalks, parking areas, hallways, etc. in the common areas. This care includes mowing, trimming, fertilizing, shoveling, plowing, salting, cleaning, etc. Normally residents will not receive notice before any of these activities take place.

Residents' privileges in common areas—including parking, storage lockers, easements, etc.—may be withdrawn at the discretion of the Board for violation of the rules or failure to pay fees, fines, or assessments.

Snow Removal - Snow removal is done during the day whenever possible. Depending on weather conditions, there may be times when snow removal occurs in the evenings. During snow removal, all residents are required to cooperate with plowing efforts by moving their vehicles from an unplowed parking spot to an available plowed parking spot at least every 24 hours. Sherman Terrace is not responsible for vehicles that become plowed in. All sidewalks are cleared of snow and salted by contractor whenever there is more than one inch of snowfall.

Lawn Care - Lawns are mowed on weekdays most weekdays between 8 a.m. and 5 p.m. so residents can have use of the common areas for recreation and are not disturbed in the evenings or on weekends. Some hours outside of this may be necessary as vendors work around rain and other scheduled work. Advance notice of fertilizer and weed control applications is provided. Markers are posted on the lawns after the applications. Please stay off the lawns until after sunset on the date indicated on the lawn markers. Residents of Sherman Terrace may not apply fertilizer to the common areas or trim shrubs or trees without written permission of the Board.

Garbage Collection Dumpsters - Dumpsters are located in the parking lots behind Buildings 9, 21, 30, and 33. Personal trash or recycling receptacles are not allowed in common areas. If a dumpster is full, trash should be taken to a dumpster at another location within Sherman Terrace.

Recycling Dumpsters - The City of Madison requires the recycling of aluminum, cardboard, glass, paper, plastic, and tin. Two recycling dumpsters are located behind building #9.

Appliance and Furniture Disposal - Appliance disposal requires a sticker issued by the City of Madison. Stickers are available from management or the City of Madison. Discarded appliances, furniture, or other items too large to fit in the dumpster must be placed on the Sherman Avenue curb for pick up by the City. Check with the City (246-4532) for the current pick up schedule and for information on obtaining an appliance disposal sticker. Do not put items on the curb prior to the evening before the scheduled day of pick up. Do not place appliances or any other items to be disposed of next to the dumpsters. Please put items in the dumpster or on the curb on the appropriate evening.

Coin-Operated Laundries - Community laundry facilities for use by residents are located in the basements of Buildings 4, 19, and 28. Laundry hours are from 7 a.m. to 10 p.m.

Clotheslines - Drying yards with clotheslines are located behind Buildings 19 and 28. Indoor clotheslines are located in the basements of Buildings 4 and 28. Laundry may be hung outdoors only on the clotheslines provided for that purpose. Laundry must be removed from the line by the end of the day.

Storage Lockers - Storage lockers for residents' personal belongings are located in the basements of Buildings 4, 7, 19, 21, 26, 28, and 34. Since not all buildings at Sherman Terrace have basements, there is not a storage locker specifically assigned to each unit. Residents may request a storage locker from management. Lockers will be assigned on a first come first served basis. Padlocks on storage lockers may be cut and personal items discarded by management if management

has not authorized use of the locker. Storage lockers are not automatically transferred from one unit resident to the next resident of that unit. New residents must request a storage locker from management. Management may discard any personal items left in basements or not secured in an assigned storage locker.

Utilities - Water and sewer charges are paid by STA as a common expense. STA also pays for gas and electricity used in the common areas. The electricity and gas used within a unit are the responsibility of the unit owner or resident. Separate meters are provided for this purpose. There is to be no personal use of common area electric outlets.

AESTHETICS

Residents are not to store personal property in common areas. This includes lawn furniture, unused flowerpots, etc. Residents' use of common areas—including parking, storage lockers, and easements, etc.—may be withdrawn at the discretion of the Board. Complaints from neighbors about noise or appearances constitute a grievance to which the Board may respond. See 'Grievance Procedures' section.

Appearance of Outside Areas - Items for community use—such as outdoor furniture, potted plants, etc.—are allowed on front and back stoops as long as they do not obstruct traffic or interfere with services and are acceptable to neighbors. They must be removed between October 15th and April 15th.

Residents wanting to place any outside potted plants, bird feeders, lawn art, etc. that is to sit more than three feet from building foundation must first get Board approval.

Owners are granted exclusive use of patios, decks, and balconies connected to their units. Personal property on patios, decks, and balconies is limited to those items used regularly. Patio, deck, and balcony items that are used during the warm season may be stored outside year round as long as they do not interfere with maintenance and do not detract from the appearance of the Sherman Terrace grounds. Furniture outside of any unit must be exterior grade. Chest-type exterior grade storage containers of a neutral color are allowed on patios, decks, or balconies only if they do not extend beyond the parameters of the patio, deck, or balcony and can also be used as a table or extra seating.

Decorations (That Can Be Seen From The Outside) - Decorations should take into consideration neighbors' views, compatibility with the existing appearance of the Sherman Terrace, and are not to be obtrusive. Seasonal decorations, holiday lights, etc., must be removed or no longer in use no later than two weeks after the end of the holiday.

Construction Storage - Temporary storage of construction material in common areas requires permission of management. The storage cannot interfere with services or detract from the appearance of Sherman Terrace grounds.

PETS

Pets causing unreasonable disturbance are not permitted.

Indoor cats are allowed at Sherman Terrace.

No dogs are allowed anywhere at Sherman Terrace. Exception: Board approved service or emotional support dogs. Appropriate documentation can be submitted to management for BOD approval.

Other domestic, wild, or exotic animals may not be kept anywhere at Sherman Terrace without permission from management. No livestock or poultry of any kind can be raised, bred, or kept anywhere at Sherman Terrace.

Pets may not make contact with either the indoor or outside common areas. Any time pets are in the common areas they must be accompanied by their owner and must be carried by hand or transported in a secure pet-carrying cage.

Cat litter and any other animal waste must be double-bagged and disposed of in a dumpster.

Owners are responsible for the repair and/or replacement cost of any common area damage caused by their pet or a pet belonging to their renters or visitors. This includes, but is not limited to, damage to lawns and gardens, as well as hallways, stairs, and basements.

In cases of common area damage caused by pets, management will obtain price quotations from outside contractors, have the damage repaired, and give the owner an individual assessment for the cost of the repairs.

HARASSMENT

There is to be no unwelcome conduct directed towards a neighbor or visitor that, when using the legal 'reasonable person' standard, is so severe or pervasive and objectively offensive that it creates an intimidating, hostile, or offensive environment. (Approve by BOD 9/2024)

FINE SCHEDULE

The Board has the authority to fine owners for residents' and guests' failure to follow the rules. Fines will be assessed by the Board after the Board has determined that the owner, their renters, or guests have violated the rules. The Board can reassess a fine by repeating the grievance procedure until the unit owner resolves the original problem. For example, if a unit owner is fined \$50 for a rules violation, fines double with each recurrence or if a violation is not resolved—the second fine is \$100 plus the original \$50 to equal \$150: the third fine is \$200 plus the \$150, and, so on until the violation has been resolved. See 'Grievance Procedures' section. (Approved BOD 7/2023)

Fine amounts and fineable issues are subject to change.

INSURANCE

It is required that unit owners purchase and maintain homeowner's insurance coverage. It is also highly recommended that renters carry renters insurance.

COMMON AREAS

The common areas of Sherman Terrace Condominiums are those areas to which all residents have access. Residents are asked to be respectful of their neighbors when using common areas. It is the responsibility of all owners and residents to keep these areas free of personal belongings. Owners are financially responsible for any damage to the common areas resulting from their actions, those of their children, renters, visitors, etc. STA is not responsible for items left, lost, or stolen from interior or exterior common areas; nor is STA responsible for items stolen from inside individual units.

INTERIOR COMMON AREAS include hallways, stairways, and basements. **Madison fire code prohibits personal belongings in interior common areas.** Any items found in interior common areas will be removed by management. It is prohibited to prop open any common area doors or interfere with any automatic locking mechanism.

Hallways and Stairways – Common area cleaning will be done on a schedule that allows them to reasonably make their way through all buildings in the complex on a regular basis.

Carpets - Management will do their best to maintain hallway and stairway carpets for as long as possible and will notify the Board when a specific carpet has reached a condition where it requires replacement. Such condition could be the result of mistreatment by building residents, their guests, or agents; or simply because of the age of the carpet.

The owners of all units within a building will be responsible for the cost of hallway and stairway carpet replacement for that specific building. If the Board agrees with management that the carpet must be replaced, barring special circumstances, building unit owners will be assessed for the cost. In buildings with basements, STA will pay for replacement of the carpet covering the steps that lead to the basement.

Hallway Cabinets - The cabinets in the hallways are common area and should be used cooperatively by the residents in each building.

Basements - Community laundry and personal storage lockers are located in the basement of some buildings. Basement access is by key. Owners can obtain keys and the access code from management. Renters are to get keys from the owner of their unit. Personal items left in basements and not in assigned storage lockers may be discarded by management.

Utility Closets/Utility Chases - Right of access. See 'Mechanicals' section below.

Signs, Posters, and Advertising Materials, Etc. - Not permitted in common areas. 'For Sale' and 'For Rent' signs may not be displayed in windows. Political signs may be displayed for the minimal amount of time as defined by law. Temporary signs/flags of customary size relating to an open house may be posted only for the duration of the open house. Please see management about placement of these signs.

EXTERIOR COMMON AREAS include the parking lots, sidewalks, drying yards, grassy areas, etc. See 'Services' section and Landscape & Grounds Appendix for additional details on common areas. Common areas are to be cleared of any personal belongings by sunset of each day. This includes, but is not limited to lawn chairs, tables, tents, bicycles, tricycles, big wheels, children's toys, etc. Fire pits are not allowed on Sherman Terrace Property. (Approved BOD 7/2023)

Window Air Conditioners - must be properly installed and presentable in appearance and are to be properly installed in the windows on the back of the building. (Approved BOD 7/2023)

Birdfeeders – The use of birdfeeders for the feeding of wild birds is allowed as long as it does not attract geese, squirrels, raccoons, or other pests, or create problems for neighboring units or management.

Grills – No hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10ft (3m) of any structure. Charcoal and wood burning grills or similar devices are only permitted when fixed in place and no less than 25 feet from any building. No hibachi, grill, or similar device used for cooking can be stored on a balcony. All grill usage and storage must conform to the current City of Madison fire code. (Approved BOD 10/2023)

Firepits – Firepits are not allowed on Sherman Terrace property.

Playgrounds - We recommend the use of Tenney Park for playground or ball playing activities. There is an open area behind Building 8 for picnicking, or to be used as a play area for supervised children.

MECHANICALS

Utility Closets/Utility Chases - Located within each unit, between the kitchen and the bathroom, is a space for each unit's mechanical systems. This space is referred to as a utility closet or utility chase. In it are housed the unit's furnace, water heater, and in the original unit configuration, the electrical breakers/fuse box. This equipment, as well as the closet itself, is the unit owner's property. Maintenance and repair of these items, and the utility closet's exterior door, are the owner's

responsibility. An annual inspection by Madison Gas & Electric or a licensed home heating specialist is strongly recommended.

All electrical/utility wiring and/or plumbing pipes, etc. are to be run through utility closets, not on the outside of the buildings.

The furnace and electrical box are accessible through a door in the unit's interior hallway. The water heater may be accessed for repairs through the unit's exterior utility door. For second and third floor units, entry through this door requires the use of a ladder. In the original unit configuration, there was access to the water heater pilot light through an opening in the wall at the back of the cabinet under the kitchen sink. Units with remodeled kitchens may no longer have this access.

To prevent carbon monoxide from entering the unit, furnaces and water heaters must be properly vented through the chimney or the exterior wall on the back of the building. The City of Madison requires that carbon monoxide detectors be installed inside every unit.

Right of Access - STA or its agents have the right to access a unit to make inspections, correct any condition originating in a unit that affects another unit, etc. Whenever possible, requests for access are made in advance for entry at a convenient time. However, in emergency situations personnel authorized by STA have the right to enter a unit, whether the occupant is present or not. In such a situation, a locksmith may be called to gain entry. Likewise, in order to make repairs or improvements to services in their unit, owners on the same side of a building have the right to access common utility chases.

Plumbing - Also located in the utility closet are water and sewer pipes; some of which are common to all the units located on that side of the building. Repairs to plumbing that exclusively serves an individual unit are the responsibility of that unit's owner. Damage caused to any other unit by leaks from another unit's plumbing is the responsibility of the owner of the offending unit. It is strongly recommended that owners purchase insurance to cover such possibilities.

During near zero or subzero weather there is a risk of having the water supply lines freeze. Maintaining an indoor temperature of above 60 degrees and keeping a trickle of water flowing from the kitchen and bathroom faucets, especially at night, will help prevent frozen pipes. This is especially true for first floor units. If the unit's furnace or water heater stops functioning, call Madison Gas & Electric or the owner of the unit.

Ventilation - Due to the nature of the brick and concrete construction of all the Sherman Terrace buildings, condensation can easily form on the inside walls of the units. Residents are strongly encouraged to maintain a consistent temperature inside the unit and run a fan at low speed year round to circulate air and prevent mold from growing on the inside of external walls. Keeping furniture six inches from the walls allows the air to circulate near the walls.

Electrical Breakers - The interior of each unit is individually wired. If an electrical circuit in a unit is overloaded, power may go out throughout the entire unit. If power goes out, check the unit's circuit breakers first. If that does not resolve the problem, locate the main electrical breaker, which is located either in the basement or crawl space of the building, or in some cases outside of the building. If the building has a full basement, locate and flip the main breaker located just below the unit's electric meter. If the building has a crawl space, contact management for access. When management is not in the office a recording provides the number to call in case of emergency. Owners are encouraged to become familiar with the location of their electrical meter/main breaker so they are prepared before an emergency situation occurs.

In case of building- or complex-wide power outage, contact Madison Gas & Electric (608-252-7111).

BUILDING CHANGES - INTERNAL

The doors, walls, floors, ceilings, fixtures, etc. inside each unit are the responsibility of the unit's owner. Please refer to the Declaration for exact details. Unit owners are permitted to make certain changes; such as painting, carpeting, or changing fixtures inside their own unit without STA approval. Changes affecting another unit or the exterior of the building require permission from management and potential Board approval before the project begins. While windows are the responsibility of each owner, to be sure they compliment the other windows at Sherman Terrace their replacement requires permission from management and potential Board approval. See

'Exterior Windows' section for details. Before beginning any remodeling or improvement project, owners are responsible for obtaining all necessary permits from municipal agencies and following all government ordinances.

Washers and Dryers in Units - All washing machines must have a lint trap on the wastewater drain hose. Repairs for damage caused by violators of this policy will be charged to the unit's owner. Dryer vent ducts must be constructed of aluminum and must be routed to the exterior of the building. Plastic dryer vent ducts are fire hazards and are not allowed. See 'Exterior Vents' section.

BUILDING CHANGES - EXTERNAL

Building exteriors and common areas belong to STA. Changes may not be made to any building exterior or other structure in the common areas without first submitting written plans to and obtaining approval from management or the Board. See next two pages for details. Before beginning any remodeling or improvement project, owners are responsible for obtaining all necessary permits from municipal agencies and following all government ordinances.

All electrical/utility wiring and/or plumbing pipes, etc. are to be run through utility closets, not on the outside of the buildings.

No unit owner, owner's agent, or renter is to repair or improve anything in the common areas or buy any materials on behalf of STA without prior written approval from the Board. Materials purchased or work performed on common areas without Board approval will not be reimbursed by STA and may be removed at the Board's discretion.

To maintain consistency in exterior building colors, owners of first floor units may paint their unit's exterior back door either Sherman Terrace brown or red. Minimal amounts of this paint are available from management.

EXTERNAL CHANGES REQUIRING PERMISSION OF SHERMAN TERRACE MANAGEMENT (Management)

Residents must contact management before installing and/or making changes to the following:

Balcony Storm/Screen Doors - are to be white aluminum or white vinyl sliding doors. Any other styles require Board approval.

Central Air Conditioners - are to be placed adjacent to the building on a proper pad on the ground at the rear of each building. All condensing coils and services must be run through the utility closet. Wires and/or coils are not to be mounted on the exterior brick. Communicate with management about placement of the condensing unit. See Landscape and Grounds Appendix for information about shrub removal. Approval of a planting request form may be required.

Exterior Utility Doors - are to be painted Sherman Terrace brown.

Exterior Windows - are to be single-hung or double-hung and made of white aluminum or white vinyl. Any other type of window requires Board approval. Window trim should be wrapped in white aluminum or white vinyl. No exterior wood trim is allowed. Follow neighbors' living room window configuration. The first living room window replaced in a building sets precedent for the configuration of other new living room window installations in that building.

Exterior Vents - are to be compatible with the existing exterior appearance of Sherman Terrace, preferably brown in color.

First Floor Exterior Back Doors - are to be painted Sherman Terrace red or a natural wood tone. (Approved BOD 2.20.24 meeting)

Interior (Unit) Front Doors - colors should be non-obtrusive, compatible with the color of neighbors' doors and with the appearance of Sherman Terrace. If there is a question about whether a potential new door color is acceptable, confirm with management.

Drilling Holes In The Exterior Brick Or Putting Any Posts In The Ground - requires permission from management and potential Board approval. Installing anything—electrical outlets, water spigots, hose hangers, plant hangers, etc.—on building exteriors requires permission of management and potential Board approval. Failure to get proper prior authorization may result in the removal of the item and restoration of the building or grounds to original condition at the unit owner's expense.

EXTERNAL CHANGES REQUIRING BOARD APPROVAL

Any and all other exterior changes; including but not limited to those listed, require Board approval. Secure Board approval **before** any of the following changes are made. To begin the approval process, submit to the Board a detailed plan specifying the changes and an approximate timeline for the work to be completed.

The following are guidelines the Board will use in granting approval for exterior changes:

Awnings - of any type are not permitted.

Balconies - must be designed by an engineer and follow the design of existing balconies. Balcony dimensions should be 5 by 15 feet. They are to be constructed of steel and painted Sherman Terrace red. Placement of balconies is only on the back of the buildings. Balconies should not extend beyond the chimney or the middle of the back of the building. All balconies placed on each building are to line up vertically with one another and are to be symmetrical to the building. The first balcony installed sets precedent for that building. Doors opening onto the balcony must be made of white aluminum or white vinyl and have metal flashing. Sills, bolts, and holes drilled into the building need to be properly sealed. To prevent water damage to the unit to which the balcony is attached and/or the unit below, it is best if balcony floor is left uncovered. If flooring is used, the edge of the material is to be placed no closer than 6 inches away from building and must be spaced to allow for the free flow of rain and melting snow across the entire surface of the floor. Owners are responsible for all maintenance and damage done to or caused by their balcony. With the exception of holiday/Christmas trees, nothing may be thrown off the balconies. (Approved BOD 7/2023)

Decks - decks existing as of January 2009 will be grandfathered. After that date, decks will not be considered. Please see 'Patios' section below.

Exterior antennas, aerials, satellite dishes, etc. - require Board approval. Satellite dish placement may not be seen from the ground.

Fences - are prohibited.

Landscaping - see Landscape and Grounds Appendix.

Patios - to be located outside the back door of first floor units.

NOTE : All patio plans must be submitted to and approved by the Board before any ground preparation or construction begins.

The following are guidelines the Board will use in granting approval for installation of and/or changes to patios:

- must be safe to use and compatible with Sherman Terrace maintenance (shoveling, mowing, etc.)
- must be placed at the rear of the building
- should not exceed 8 feet deep by 11 feet across or 88 square feet
- must be adjacent to the building and adjacent to the side of the rear stoop

- should not extend past the chimney.
- must be constructed of brick, stone, concrete, or tile of earth tone colors
- must allow for installation of adjacent patio or complement adjacent patio
- must have elevations that are at or below the rear stoop
- must be graded to direct water away from the building
- installation must allow for access to services

Sherman Terrace is not responsible to replace/repair patios if removal is necessary for service repair and/or damage occurs for any reason. Patios are the responsibility of the owner; and

- if included, seating walls around perimeter of patio may not exceed 22" high.

Patio Retaining Walls – If a retaining wall is to be part of a patio, it is to be included as part of the plans submitted to and approved by the Board. Retaining walls are not to be constructed of wood and are to be finished in earth tone colors.

MONTHLY DUES

NOTE: This section of the manual applies to unit OWNERS only. Details of rental agreements are between an owner and renter.

In order to pay for the common expenses of STA, each unit owner is required to pay STA monthly dues, also called condo fees. Dues cover the costs of repair and maintenance of grounds and building common areas, water and sewage service, soft water equipment and supplies, waste disposal, recyclable materials removal, lawn care, snow removal, basement and hallway cleaning, and common area utilities. The cost of on-going replacement of building roofs and parking lot upkeep are also covered and/or offset by the monthly dues. In addition, dues pay for administration and legal fees, insurance on the common portions of the buildings, and liability insurance for the Board of Directors.

Funds received in excess of what is needed to cover the day-to-day cost of operating Sherman Terrace are deposited into a Capital Reserve Fund. This fund is used for long-range improvements to the property.

Monthly dues are set by the Board and due on the first of each month.

Dues may be paid in advance.

Checks should be made payable to Sherman Terrace Association and should include a notation as to which account (building and unit number) the payment is to be applied.

Dues may be dropped in the red drop box located at the front entrance to Building 25, or mailed to management.

Automatic electronic payment options are also available. Contact management for details.

Late Payments - If payment of dues is not received by 3:30 p.m. within 10 days of the first of the month, management will send a notice detailing what is currently due, any past due amount, and any fines assessed. Late payment fines will be charged for payments received more than 10 days after the first of the month. See 'Fine Schedule' section. If payments are more than three months late, or fees, fines, and assessments total \$300 or more, a lien may be filed.

LIENS

All liens are filed by management on behalf of the Association. Management will notify the unit owner and the Board of lien filings.

GRIEVANCE PROCEDURE (Approved at BOD meeting on 7.11.23)

The Association and each Owner and Resident shall make a special effort to foster good relations among residents. Changes in Wisconsin laws require additional Association involvement in owner/resident disputes, before turning to the courts for a remedy. This revised Grievance policy is intended to assist in meeting that legal obligation for our Association. Note that safety may dictate the police are the first call.

Notice: Owners and residents shall first contact the violator to make him/her aware of the violation.

File Written Complaint: If not resolved, the aggrieved owner may file a written complaint to management and the board providing evidence to support claim, and efforts to contact violator such as written notes, conversations, video or photographic evidence.

Association Actions following written complaint

Management conducts an investigation to determine the validity of the complaint and seriousness that informs timely response. A first letter of complaint is sent by management to the violator. The letter details the violation, remedy and consequences, and offers a direct negotiation conference.

Parties involved may ask the board for a direct negotiation conference staffed by three non-board unit owners to resolve the matter. This "Grievance Committee" decision is final.

If the matter is still not resolved the board's attorney sends second letter of complaint directing the owner to resolve the matter within 30 days indicating possible consequences if not resolved, for example: fines (see fines schedule) a potential lien, suspension of voting rights during lien, additional legal actions.

Appeals: If the parties do not want a grievance committee hearing, a resident or owner may appeal any enforcement action employed by the BOD, including fines, but not including owed assessments, by writing a letter to the President of the Board stating the reason for the appeal; a letter may also be submitted to the Vice-President. This written appeal must be received by the President or Vice-President (or management) within 14 days of the notice of the fine. The Board shall review the validity of enforcement and the remedy.

RENTING YOUR CONDOMINIUM

Owners have the right to rent or lease their unit providing they abide by these rules:

- An owner must have owned the unit for at least a year before it can be rented, unless the owner has Board permission and is intending to rent the unit to a family member.
- Within 5 business days after entering into or renewing a lease, the owner must provide a copy of the lease to management
- Owners are required to pay a move out fee of \$200 when a tenant vacates the unit (Approved by BOD 6/2024)
- An owner may lease the owner's unit during periods when the owner is not occupying the unit if either the lessee is a parent, child or other close relative, or they have owned the unit for at least a year. Board permission is required to rent or lease otherwise.
- Owners are required to have a written lease with their tenants. Any lease of a unit shall be for a term of not less than six (6) months.
- Short term rental or tourist rooming housing such as Airbnb, etc are not allowed. (Approved BOD 7/2023)

- Any lease of a unit shall include a promise by the tenant to comply with the Declaration of the Condominium by-laws, the rules and regulations of the Association, and a provision making the tenant subject to the same enforcement procedures under the condominium documents as a unit owner.
- Before the tenant moves in, the owner must insist the tenant read, understand, and agree to abide by the rules and regulations as stated in the Sherman Terrace Owners' & Residents' Manual.
- Both owner and tenant must sign the appropriate section(s) of the signature page at the back of the Owners' & Residents' Manual. The signed sections are then to be forwarded to management.
- Owners are assessed fines for their tenant's failure to abide by Sherman Terrace rules.
- During the term of the lease the owner leasing a unit shall maintain with the Association a current address, telephone number, and/or email address through which the owner can be contacted, the telephone number and/or email address of the tenant and, if the tenant will not be occupying the unit as a primary residence, the address of the tenant's primary residence.
- Any unit owner leasing a unit shall remain fully responsible for the actions of the tenants of that unit and may be subject to discipline under the condominium documents for any infractions or damages caused by the tenants, including having any cost or expense incurred by the Association for such infractions or damages specially allocated to the unit as an assessment. Upon notice to the unit owner of any infractions or damage caused by the tenants, the unit owner shall take appropriate action under the circumstances.
- Section 703.315 of the Wisconsin Statutes shall apply to all leases throughout the complex.
- A unit which is leased as of the date of this amendment may continue to be leased until a change of ownership occurs.
- Building 1 is exempt from these (residential) rental restrictions.
- On the bulletin board above the mailboxes in each building in which an owner has a rental unit(s), the owner must post a 3x5 card indicating the rental unit's number(s) (1 - 6); the owner and/or his or her agent's name; and a current phone number where the owner and/or his or her agent can be reached. If owner does not post this information, management will do so. Forms are available through management.
- The renter must report to management no later than 10 days after occupancy to receive a parking sticker. See 'Vehicle Parking' section. Failure to have a parking sticker on a tenant's vehicle may result in that owner being fined or the tenant's vehicle being ticketed or towed.
- Residents must display a Sherman Terrace sticker on their bicycle and the bicycle is to be parked in the appropriate common area or in the owner's unit. Stickers should be picked up from management within the first 10 days of occupancy.
- **Renters should contact the owner of their unit for a basement key if they have requested and been assigned a storage unit or intend to use a community laundry.**

Failure to Abide by the Rules:

- All residents are bound by rules as spelled out in the Sherman Terrace Condominium documents and the Owners' & Residents' Manual. If an owner's tenant fails to abide by the rules the owner may be fined. Failure to pay fines may result in a property lien or foreclosure of the owner's unit. While the owner may choose to pass the cost of fines on to their tenant or terminate the lease, fines remain the responsibility of the unit owner.
- If a tenant causes common area damage, the owner may be assessed the full cost of repairs plus administrative fees.

Eviction - STA has the right to evict a tenant for repeated violations of the rules and by-laws if the owner has been unable to resolve the problem(s) the tenant is causing. Any expenses involved in the eviction procedure will be charged to the owner.

SELLING YOUR CONDOMINIUM

See **RENTING YOUR CONDOMINIUM** section above for by-law rules on rental units within Sherman Terrace.

STA by-laws do NOT contain a right of first refusal clause. However, to keep records up to date and to determine that the owner has no debt outstanding with STA, the by-laws stipulate that owners must provide STA with certain information **prior** to the sale of a unit.

A unit may not be purchased for the purpose of turning it into a rental. The only exception is if the unit is to be rented to a member(s) of the owner's immediate family. Such a circumstance is to be presented to the Board. (Approved BOD 7/2023)

Notification to Management (Management) - Owners are to notify management before a unit is put up for sale. This provides the Board with a status of all units in STA and forewarns the Board and management that there will be increased activity in the area.

Transfer Fee: As part of the process of selling a unit, the unit owner will share a list of buyer requested disclosure documents with the property management company (or Board if no mgmt.. company in place) informing them of the requested documentation. The seller will also provide a Transfer fee of \$150 payable to the association for providing the requested documentation and associated loan/title forms. (Approved by majority of members on 1/17/23 Annual Meeting)

Move Out Fee: A \$200 move out fee will be charged to the owner selling their unit. This fee covers building wear & tear and other costs associated with unit turnovers. (Approved by BOD 6/2024)

Outstanding Debts - An owner may not sell a unit if there are any outstanding common expenses, fines, dues, or assessments unless and until the title company handling the sale has had contact with STA and payment of the debt is included in the terms of the sale. Any outstanding common expenses, fines, dues, or assessments must be satisfied prior to or at the time of the sale of a unit.

Moving Damage - An owner may be assessed the full costs of repair plus administrative fees for any damage caused to common areas when any resident moves in or out of the owner's unit (in addition to the required move in/out fee).

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APPENDIX

LANDSCAPE & GROUNDS

Landscaping significantly enhances the Sherman Terrace Association (STA). The STA landscape and grounds goals are to:

- maintain and diversify the inventory of trees and shrubs;
- provide wildlife habitat appropriate for an urban setting;
- incorporate buildings into the overall landscape;
- screen parking areas and utilities;
- minimize and be compatible with Sherman Terrace maintenance;
- encourage appropriate use of outdoor spaces;
- promote safety and use of sidewalks;
- enhance privacy; and
- provide Sherman Terrace owners and renters with an opportunity to become involved in their community.

Other concerns for landscape and grounds are to:

- reduce energy and water use
- avoid introducing exotic flora into the Yahara watershed, and
- prevent the runoff of chemicals and fertilizers into the Yahara watershed

Plantings are divided into two categories Foundation Plantings and Landscape Plantings. All plantings become the property of the STA. Most Foundation Plantings* do not require that a Planting Request be submitted for approval, however a Planting Request must be submitted and approved for **Landscape Plantings. Planting Request forms are available on the STA bulletin board located on the lower level of Building 25 or at www.shermanterrace.org.

If there is any doubt about whether a Planting Request is needed, please ask STA or management.

***Foundation Plantings** are all perennials and annuals planted within three feet of a building foundation.

Foundation Plantings for the building in which you live do not require approval of a Planting Request. Talk to your neighbors about your plans before planting new or removing existing plants. All planting is cooperative; neighbors plant in the same area together.

Foundation Plantings:

- should be primarily flowers or other decorative plantings. Vines that attach to the building are not permitted;
- are the expense and ongoing responsibility of the person or persons doing the planting;
- must have easily identifiable perimeters that are compatible with Sherman Terrace lawn maintenance. Above ground edging is discouraged; and
- must be graded to direct water away from the building.

Planting or removal of larger Foundation Plantings, trees and shrubs, require the approval of a Planting Request from the Board. STA is responsible for pruning and maintaining all trees and shrubs. Residents are not to prune any tree or shrub. Please contact management or Board if a tree or shrub is in need of pruning.

****Landscape Plantings** are all plantings more than 3 feet from a building foundation. A Planting Request must be submitted for new Landscape Plantings. A request form can be obtained from management. Landscape Plantings follow the same guidelines as Foundation Plantings but require approval of a Planting Request from the Board.

Individual Vegetable Gardens are not permitted in Sherman Terrace. A small community garden has been established in the back parking lot near the recycling bins. Residents who wish to work in the garden should first see out others involved with this project.

Responsibilities of the Planter

Planters are responsible for maintaining their plants to STA standards. The Board can request the removal of any existing Foundation or Landscape Planting that is not being properly maintained.

Planters are responsible for calling the diggers hotline at 1-800-242-8521 before they dig to be sure there are no underground utility lines or other dangers on the site.

Before moving from Sherman Terrace, residents who have planted Foundation or Landscape Plantings must:

- arrange for someone else to take on the responsibility and the ongoing maintenance for the planting.
- discuss with the Board the possibility of reworking the planting to be low maintenance (after completion of approved reworking STA would take responsibility for maintaining the planting area), or
- return the planting area to lawn themselves or pay STA for the expense of returning the planting area to lawn.