**Chateau Condominiums of Oak Creek**
**Homeowners Association (HOA)**
**Rules & Regulations**
**(Adopted 10/01/2026)**
**(Effective 10/01/2026)**

The Board of Directors is empowered to adopt rules and regulations governing the administration, management, and operation and use of the property and the common elements, and to amend such rules and regulations from time to time, pursuant to Article II (Board of Directors, Section 2.07(e) (2.10(a)) of the Bylaws of the Chateau Condominiums of Oak Creek Owners Association, Ltd.

The Rules and Regulations are provided to members of the association (owners) for educational purposes and as a resource. The Rules and Regulations do not replace or supersede the By-Laws and Declarations of this association. Should there be a conflict between the Rules and Regulations and the By-Laws/Declarations of the Chateau Condominiums of Oak Creek the By-Laws/Declarations are the governing documents.

** NOTE – As sections of this document are revised and/or added to, an effective date will be noted on this document. The last page will list all revisions as they occur.

| | |
|---|---|
| Property Management Company | Elite Properties, Inc.<br>700 Larry Ct.<br>Waukesha, WI 53186<br>Phone: 262.373.1777 |
| Property Manager | Victoria Fox<br>Phone: 262.373.1777 ext. 222<br>Email: vfox@eliteprop.org |
| HOA Portal (Resident/HOA Portal) | www.elitepropertiesinc.appfolio.com<br>After establishing an account, you will have access to all of the association's documents, financial information, meeting minutes, architectural request change forms, and the ability to pay your monthly HOA dues. |

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## SECTION 1 - ABSENTEE OWNERS, EXTENDED ABSENCE

*1.1 Definitions/Terms*

1.1.1 Absentee Owner. An owner who does not occupy their condominium unit as their primary or secondary permanent residence for at least 180 days out of a calendar year and leaves the unit unoccupied.

1.1.2 Extended Absence. Any period of time during which a unit is left unoccupied by all registered adult residents for more than 14 days.

When an owner meets either definition above, they shall complete the following tasks:

(a) Notify the Board of Directors/Property Manager of the departure and provide emergency contact information in the event of an emergency in the unit.
(b) Assign a local caretaker and provide the contact information for the caretaker to the Board of Directors/Property Manager.

It is best practice to have your contact information and the caretaker's information on file with the property management company in the event of an emergency or in case you are gone for an extended period of time. This is also in the event a unit contains the water connection for the building and the water to the building needs to be turned off, for any reason.

## SECTION 2 - ANIMALS

The Association's governing documents discuss the regulations regarding animals and are incorporated to this section of the rules and regulations. The Association follows the ordinances of the City of Oak Creek regarding animals.

2.1 Unit Owner's shall have not more than one animal in their unit.
2.2 For the safety and welfare of all residents and guests, aggressive dog breeds (whether purebred or mixed breed containing a substantial percentage of these lineages) are prohibited within the Association: Akita, Cane Corso, Chow Chow, Doberman Pinscher, Dogo Argentino, German Shepherd, Presa Canario, Pitbull (American Pitbull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, etc.), and/or Wolf hybrid.
2.3 Animals shall not exceed forty (40) pounds.
2.4 All animals must be on a leash when they are outside of the unit owner's unit and must be accompanied by the owner.
2.5 All animal waste located on common or limited common elements shall be removed and properly disposed of by the person that is with the animal.
2.6 No animals shall be left unattended outside or left on a stake outside of the unit owner's unit.
2.7 Animals shall not be fed outside of the unit; this includes common elements or limited common elements.
2.8 The unit owner is responsible for their animal, their tenant's animal, and guest's animal. Unit owners will be held responsible for any damage caused by animals from their unit. If the unit owner does not complete the repairs, they are subject to the penalties noted in the enforcement section of this document.
2.9 No exotic animals shall be allowed outside of the unit. An exotic animal is defined as an animal that is not a traditional household animal (dog or cat) and is inherently wild, non-native, or not normally domesticated in the State.

2.10 Any animal in violation of any of the above rules on a continuous basis or any animal creating a nuisance or disturbance may be removed from the property upon written notice from the Association and/or the Association's attorney.

## SECTION 3 - ANTENNAS/SATELLITE DISHES (exterior)

Antennas and satellite dishes may not be installed/affixed to the exterior of the building. If an owner is seeking to install either item an Architectural Request Change must be submitted prior to the installation. Should approval be received, the installation must comply with the Bylaws/Declarations of the association.

Owners are permitted to have indoor antennas.

## SECTION 4 - ANTI-DISCRIMINATION/HARASSMENT POLICY (ADHP)

The Association is committed to providing a living environment free from discrimination and harassment of any kind. As such, this policy applies to every owner, resident, contractor/vendor (hired by the Association), property management, and guests of the Chateau Condominiums of Oak Creek. This also includes any entity conducting business on behalf of the Association.

Discrimination/Harassment based on age, color, disability, gender identity/expression, marital status, military status, national origin, parental status, race, religion, sex, or sexual orientation is prohibited.

*4.1 Definitions/Terms*

4.1.1 Harassment. Engaging in a "course of conduct" or repeatedly committing acts that harass or intimidate another person and serve no legitimate purpose.

4.1.2 "Quid pro quo" harassment. An unwelcome request or demand to engage in conduct where submission to the request or demand is made a condition – either explicitly or implicitly – related to the sale, rental, availability, or terms, conditions, privileges, or services of a dwelling.

4.1.3 "Hostile environment" harassment. Unwelcome conduct that is sufficiently pervasive or severe as to interfere with the providing of or enjoyment of services or facilities. "Hostile Environment" harassment only applies to harassment based on a protected class (color, familial status, handicap, national origin, race, religion, or sex), and the harassment must be on a level of interfering with housing/living environment to be actionable under the ADHP.

For the purposes of the ADHP, prohibited harassment, as described above, includes: jokes, insults, slurs and other verbal or physical conduct relating to or based on an individual's age, color, disability, gender identity/expression, military status, marital status, national origin, parental status, race, religion, sex, or sexual orientation that has the purpose or effect of unreasonably interfering with an individual's living environment, or creating an intimidating, hostile, offensive, or demeaning living environment.

It is the policy of the Association that any retaliation predicated on the fact that an employee/agent or owner/resident of the Association in good faith report an ADHP violation or suspected violation, or in good faith participated in or aided in the Association's investigation of an alleged ADHP violation is prohibited.

*4.2 ADHP Procedures*

4.2.1 A vendor, contractor, owner, or resident of the Association believes that they have been subjected to or have witnessed actions that constitute a violation the ADHP must promptly report the matter to the Board of Directors through the property management company. The individual reporting the violation should not wait until the action(s) become severe or pervasive.

4.2.2 The Board of Directors will complete an investigation into the violation and, where appropriate, take appropriate corrective action.

4.2.3 To the extent possible, the Association will protect the confidentiality of allegation(s) of ADHP violations and of documents created or obtained that concern an investigation into allegations that violate the ADHP.

## SECTION 5 - ARCHITECTURAL REQUEST CHANGE (ARC)

These are requests to change (at your own expense) the outside of the dwelling (windows, doors, patios, decks etc.) or the inside of the dwelling which could impact a load-bearing wall or your ceiling/exterior roof. Examples of when to submit ARC requests would be replacing windows, maintenance on a deck, replacing/altering a concrete patio, installation of security cameras, changing the storm door, etc.

If you wish to make a change at your expense go to the HOA Portal and submit an ARC. Be specific and include photographs, diagrams, and/or drawings. The Board will review the request, ask follow-up questions, and make a decision as soon as possible. Notification of the decision will come from the property manager.

Homeowners are responsible for the expense of removing any non-approved modifications.

## SECTION 6 - ASSOCIATION FEES (collection policy)

6.1 The monthly association fees are due on the first day of each month.

6.2 The Board, from time to time, may levy a SPECIAL ASSESSMENT (an extra fee charged by the association outside the regular budget cycle to cover common expenses, unexpected repairs, property damage, or rule violations).

Special Assessments are assessed in the following manner:

(1) The Board of Directors determines the need for a special assessment.
(2) Notice of the special assessment is sent to the Unit Owners, along with payment options and scheduled due dates.
(3) Special Assessments are added to Unit Owners accounts.

6.3 Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

6.4 Application of payments will be applied in the following order (with the oldest amounts being addressed first):

1. Dues
2. Late fees
3. Interest

4. Attorney's fees and costs
5. Assessment
6. Fine balance

6.5 If a payment is rejected or returned for any reason (for example: insufficient funds or account closed) the Unit Owner shall be assessed $100.00.

6.6 A late fee of ten dollars ($10) will be assessed against any Unit Owner for any payment that is not received by the 10th day after the due date. This assessment shall be made upon each failure by the Unit Owner to remit a good and timely payment of any assessment or installment thereof.

6.7 The collection system used by the Board shall be as follows:

6.7.1 - 15 days past due, the property manager shall contact the delinquent owner.
6.7.2 - 30 days past due, a formal past due notice may be sent to the delinquent owner.
6.7.3 - 45 days past due, a second formal past due notice may be sent to the delinquent owner.
6.7.4 - 60 days past due, the matter may be referred to the attorney for collection.

6.8 If any delinquent matters are referred to the Association's attorney for collections the Unit Owner will be responsible for all costs and attorney fees that are incurred by the Association.

## SECTION 7 - BOARD OF DIRECTORS

The Association must maintain a Board of Directors that consists of three (3) to five (5) volunteer owners. The board is comprised of the following positions: President, Vice President, Treasurer, Secretary and Member-At-Large. The homeowners' association cannot function without owners willing to step forward and volunteer. Failure to fill Board positions endangers the viability of the Association and could have substantial implications for the future of the community. For example, with no Board, no condominium management company can be hired, there is no authority to pay the Association bills, and all Association services (landscaping, snow plowing, trash collection, etc.) stop. Therefore, owners are seriously encouraged to sit on the Board.

## SECTION 8 - COMMON ELEMENT(S) (aka: COMMON AREA)

*8.1 Definitions/Terms*

8.1.1 Common Element(s). All of a condominium's property except its individually owned units. The association is responsible for the upkeep, repair, and management of these shared areas. These areas belong to all owners equally and everyone has the right to access, use, and enjoy these areas as long as they are used for their intended purpose. Common Elements belong to all unit owners equally and shall not be altered without prior approval from the Board of Directors.

8.2 *Rules for Common Elements*

8.2.1 Storage on common areas is prohibited, except for garden hoses which may be stored near a building's water spigot. Garden hoses may not be stored on a device that is affixed to the exterior of the building.

8.2.2 Personal belongings shall be removed from the common area prior to sundown each night. All personal belongings shall be stored inside the unit or garage.

8.2.3 Animal shelters are prohibited.

8.2.4 Permanent structures are prohibited (clotheslines, posts, hammocks, storage sheds, etc.).

8.2.5 Portable structures are prohibited. This includes but is not limited to storage sheds, portable garages, car canopies, pop-up canopies (aka: event tents).

8.2.6 Permanent and/or portable athletic/recreational elements are prohibited. This includes but is not limited to basketball hoops, inflatable playgrounds (bounce houses, obstacle courses, water slides), netting (badminton, hockey/street hockey, soccer, volleyball, etc.), portable hot tubs, above ground pools (excluding children's pools), tents, etc.

8.2.7 Organized sports/recreational activities (basketball games, football games, baseball games, softball games, etc.) are prohibited.

8.2.8 "Camping" and/or recreational tenting is prohibited. Airing out or drying of tents is permitted during daylight hours, only.

8.2.9 Signage of any kind shall not be displayed on any common elements without the approval of the Board of Directors.

8.2.10 Signage for the advertising for business or commercial activities is prohibited.

8.2.11 Signage for political and social issues is prohibited.

## SECTION 9 - CONFLICT OF INTEREST

*9.1 Purpose of Policy*. The purpose of this policy is to avoid any conflict of interest that would improperly and adversely impact the actions of the Association Board of Directors, its President or other Covered Persons (as defined below) and to avoid any appearance of conflict of interest. Conflicts of interest occur when multiple loyalties may pull a person who is in a position to influence a decision toward opposite courses of action; for example, if a Board Member were to vote on a decision that may result in personal or professional gain for the Board Member, their business, their spouse, or a family member. This policy is intended to protect the Association's interest when it is contemplating entering into a transaction or arrangement that might affect the private financial or other interest of a "Covered Person" as defined below. No policy can cover every possible situation, but the objective is to provide guidance that will enable the Board of Directors to identify potential conflict situations and address them so that the Board's decision-making process is not compromised. The policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit organizations.

*9.2 Scope of Covered Persons*. The Association's Conflict of Interest policy shall apply to the following persons ("Covered Persons"): Members of the Board of Directors and officers as defined below. In addition, the members of the Board of Directors and the Board President, in their discretion, may elect to extend the principles and procedures set forth in this Policy to additional Association employees and agents when they reasonably deem such extension to be in the best interest of the Association.

*9.3 Definitions/Terms*

9.3.1 Conflict of Interest. Generally, a Conflict of Interest may occur if an interest or activity influences or appears to influence the ability of a Covered Person to exercise objectivity or impairs a Covered Person's ability to perform his or her responsibilities in the best interests of the Association.

9.3.2 Covered Person. Members of the Board of Directors and officers. In addition, the members of the Board of Directors and the Board President, in their discretion, may elect to extend the principles and procedures set forth in this Policy to additional Association employees and agents when they reasonably deem such extension to be in the best interest of the Association. Without limitation, a Covered Person is considered to have a potential conflict of interest when:

(a) A Covered Person or any Family Member or any Controlled Entity may receive a financial or other significant benefit as a result of the individual's position on the Board of Directors and/or;

(b) A Covered Person has the opportunity to influence the Association's business, administrative or other material decisions in a manner that leads to personal gain or advantage for the Covered Person or any Family Member or for any Controlled Entity or;

(c) A Covered Person has an existing or potential financial or other significant interest that impairs or might appear to impair the individual's independence in the discharge of his or her duties to the Association.

9.3.4 Controlled Entity. A "Controlled Entity" is one in which a Covered Person serves as Officer, Board Member, Key Employee or greater than 35% owner, when the interest of the Covered Person and Family Members are taken into account.

9.3.5 Family Member. A "Family Member" includes all of the following for a Covered Person: spouse, domestic partner, ancestors, child (whether natural or adopted), brother or sister (whether whole or half-blood), grandchildren, great-grandchildren and spouses of brothers, sisters, children, grandchildren and great-grandchildren.

9.3.6 Officer. An "Officer" is a person appointed to manage the Association's daily operations, including the Board President, Vice President(s), Treasurer and Secretary.

9.4 *Procedures*

9.4.1 Duty to Disclose. In connection with any actual or possible Conflict of Interest, any Covered Person must disclose the existence of their financial or other interest that gives rise to a potential conflict of interest. This includes disclosing all material facts to the Board of Directors, Officers, President or other persons with delegated powers considering the proposed transaction or arrangement before any vote or action is taken. On a matter where there is a potential conflict or perception of conflict, Covered Persons shall err on the side of disclosure, rather than risk an inappropriate failure to disclose.

9.4.2 Determining whether a Conflict of Interest Exists. After disclosure of the interest and all material facts, and after any discussion with the Covered Person, he/she shall leave the Board or committee meeting while the determination of a Conflict of Interest is discussed and voted upon. The remaining Board or committee members shall decide if a Conflict of Interest exists.

9.4.3 Procedures for Addressing the Conflict of Interest.

(1) If the Board, committee, or the President has reasonable cause to believe a Covered Person has failed to disclose actual or possible conflicts of interest, it shall inform such Covered Person of the basis for such belief and afford the Covered Person an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the Covered Person's response and after making further investigation as warranted by the circumstances, the Board, committee or President determines the Covered Person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

*9.5 Special Situations*

9.5.1 Confidential Information. Confidential Information learned by Covered Persons in the course of their service of the Association shall be held in confidence and not disclosed to others nor used for personal gain without the prior consent of the Association.

9.5.2 Gifts. As a general rule, Covered Persons may not receive or offer any gift or anything else of significant value for the purpose of influencing the actions of the Association or the Covered Person. Gifts received from vendors, suppliers, consultants and grantees as part of normal business practice must be declined or given to the Association. This guideline is not intended to prohibit normal business practices such as meeting over meals, corporate items given at conferences, or token hosting gifts, so long as they are of nominal and reasonable value and promote the Association's legitimate interests. Any questions regarding special situations should be referred to the Association's President.

## SECTION 10 - CONTRACTORS

The Association hires contractors to perform a variety of work on the property for repair and maintenance. This includes but is not limited to garbage collection, landscaping services, painting, roof repair, snow removal, etc. Unit owners are not to interrupt or interfere with the contractors' employees/crews while they are working. The contractors' employees are instructed to perform their work as directed by their supervisor(s); they have no authority to change their work due to individual requests. If you have a question or concern regarding the services being performed, contact the property manager who will forward your questions and/or concerns to the contractor or the Board of Directors.

## SECTION 11 - DECORATIONS (Common Elements)

11.1 Decorations – Exterior decorations may not be placed on any exterior portion of the buildings (siding/trim). Landscape ornaments, flags, statues, fountains, etc. are permitted in the landscaping beds adjacent to your unit. Birdfeeders, wind chimes, and other decorative items shall not be attached to any trees or shrubs in the common areas. Bird seed (aka: food) shall not be thrown on the ground to feed. All bird seed must be placed in bird feeders that shall be hung from a Shepherd's Hook no less than three feet or more off the ground.

11.2 Flags – Flags (American flag, foreign flags, school flags, sports team flag, etc.) not larger than 3' by 5' may be displayed. Flag holders shall be attached to the wood trim not the siding. Flags promoting social or political issues are prohibited.

11.3 Lighting - Owners are permitted to display lights on their patio railing or hang a wreath from their patio railing; no items shall be attached to the siding or trim pieces of the building. Lighting shall not be attached to the underside of the decks without written permission from the Unit Owner that is responsible for the deck.

11.4 Signs – Owners may display signs for political and/or social issues not larger than 18" by 24" inside of the windows of their unit. Owner's selling their unit may place a "For Sale" or "Open House" sign not larger than 18" by 24" inside one window of their unit.

11.5 Seasonal Decorations - Seasonal decorations may not be attached to the exterior of the building. You may hang wreaths on the front door of your unit as long as you use a wreath hanger. Christmas trees shall be disposed of by the unit owner and shall not be placed in the regular garbage.

## SECTION 12 - ENFORCEMENT & GREIVANCE PROCEDURE

The following section discusses the enforcement of the governing documents of the Chateau Condominiums of Oak Creek. This includes fines that are imposed on a unit owner by the Board of Directors for non-compliance with the governing documents.

*12.1 Definitions/Terms*

12.1.1 Attorney. For purposes of this section, attorney will be defined as the legal counsel retained by the Chateau Condominiums of Oak Creek for representation in legal matters.

12.1.2 Fine. A monetary penalty charged to the unit owner's account for failure to comply with the governing documents of the Chateau Condominiums of Oak Creek.

| Violation Schedule | |
|---|---|
| Violation Level | Response |
| Level 1 - Written Warning | Formal written notice that a violation of the governing documents occurred and that further non-compliance will result progressive action from the Board of Directors. |
| Level 2 - $100 Fine | Assessed against a unit owner for a second violation of the governing documents occurring within 90 days of the first violation. This does not have to be related to the first violation. |
| Level 3 - $200 Fine | Assessed against a unit owner for each successive violation occurring within 90 days of the first violation. |
| Level 4 - $500 Fine | Assessed against a unit owner for each successive violation occurring within 90 days of the governing documents when the Board of Directors determines the violation meets one or more of the following criteria:<br><br>a) The violation is in direct defiance of a previous mandate from the Board of Directors.<br>b) The violation was malicious in its intent.<br>c) The violation is evidence of a pattern of the resident or unit owner's non-compliance with the governing documents.<br>d) The violation is of such nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined (i.e. – alterations are made that cannot be restored to their original state). |
| Level 5 - $50/month | Assessed against a unit owner for failure to take corrective action by the date of completion (if applicable) for applicable violations. This fine will be applied until corrective action has been taken. |

12.1.3 Governing Documents. The Bylaws, Declarations, and the Rules & Regulations of the Chateau Condominiums of Oak Creek Homeowners Association.

12.1.4 Violation. Any action or failure to act by a resident that violates the conditions set forth in the governing documents of the Chateau Condominiums of Oak Creek. This includes but is not limited to alterations, discrimination, decorations, garbage, grills, harassment, leasing of units, maintenance, parking, animals, property damage, storage, etc.

*12.2 Procedure*

(1) The Board of Directors receives notice of a violation.
(2) The Board of Directions determines if a violation of the governing documents has occurred.
   a. If there is no violation, the Board of Directors will notify the management company that no violation has occurred.
   b. If there is a violation, the Board of Directors will notify the management company that a violation has occurred.
(3) The Board of Directors and the management company determine the response (see violation schedule above) to the violation.
(4) Notice is sent to the resident or Unit Owner notifying them of the violation of the governing documents. This notice will include: the type of violation, the violation level, the response from the board, documentation of previous violations (within 90 days), the corrective action to be taken (if applicable), the date (if applicable) that the corrective action shall be completed by, and future response, up to and including legal action, from the association should there be further non-compliance.

(5) Any Unit Owner or resident who has been accused of violating the governing documents or fined may request that the matter be heard by a Grievance Committee. The request must be submitted, in writing, and provided to the Board of Directors via the property management company within fourteen (14) calendar days of the notice of violation or fine. If a request is not received within the fourteen (14) calendar days, the finding of a violation and/or fine shall be binding. If a request is made within the fourteen (14) calendar days the matter will be referred to a Grievance Committee.

(6) Monetary penalties, if assessed, are added to the unit owner's account for remittance. Should a Level 5 violation be determined the property management company will monitor the progress of the violation and apprise the Board of Directors of the status of the violation.

(7) Failure to act/Failure to Pay. Should a resident/unit owner fail to take corrective action or pay the fine(s) assessed against them, the Board of Directors shall take legal action against said person.

*12.2 Attorney Fees*

12.3.1 The Board of Directors may assess a unit owner who has violated the governing documents for the attorney fees incurred with a factual review, review of the governing documents, and advisement to the Board of Directors.

12.3.2 Should the Association retain an attorney to collect funds due, enforce rules within the governing documents, bring a claim against any owner or defend a claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of the costs and expenses, including attorney fees. In the event the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including attorney fees. **This does not apply owners' fair housing complaints, neither State nor Federal.**

*12.3 Grievance Committee Rules and Procedures*

12.3.1 The committee will consist of three (3) members of the Chateau Condominiums of Oak Creek Homeowners Association who are chosen by the Board of Directors. The members of the committee shall not be officers or members of the Board of Directors of the Association.

12.3.2 The committee for this shall be appointed on an as-needed basis by the Board of Directors.

12.3.3 For any grievance hearing, a majority vote will determine the action and decisions of the committee.

12.3.4 Upon receipt of the request for a grievance, the matter shall proceed in the prescribed manner (see Hearing Procedures) that is listed below.

12.3.5 The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

a. The award was procured by corruption, fraud, or undue means;

b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

c. The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient showing of cause, or in refusing to hear evidence pertinent and material to the controversy; or any other misbehavior by which the rights of any party have been prejudiced;

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

*12.4 Hearing Procedures*

1. A letter shall be sent via certified mail, return receipt requested, informing all parties of:
   a) The date, time, and location (virtual may be requested) of the hearing;
   b) The right to counsel;
   c) That evidence shall be received and a record made whether or not the party complained against attended.
2. The hearing will consist of two parts:
   a) The hearing
   b) The determination and decision
3. The hearing shall be open to only the Grievance Committee, the parties involved, their attorneys (if represented), and witnesses.
4. The determination and decision section shall be open only to the Grievance Committee, and possibly the attorney for the Association (if requested by the Grievance Committee). The decision will be rendered in writing, to all concerned parties, withing five (5) business days of the hearing.
5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse accepted by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party be assessed against the complaining party.
6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption will be made against the alleged offender for non-appearance.
7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

## SECTION 13 - FIRE SAFETY RULES

*The City of Oak Creek Fire Department Inspection of the Chateau Condominiums of Oak Creek*. The Oak Creek Fire Department will inspect our property semi-annually to assess our compliance with the State of Wisconsin Statutes that govern the Fire Code and compliance with the municipal ordinances that govern the City of Oak Creek. Failure, by any owner, to comply with known fire code regulations will result in the individual owner having full responsibility for any fines as well as the immediate corrective actions deemed necessary.

*13.1 Definitions/Terms*

13.1.1 City of Oak Creek Classification, Rm-1, Dwelling Multifamily Complex. A master planned development with more than two multifamily buildings on a lot.

13.1.2 International Building Code (IBC), R-2 Dwelling. Residential occupancies that contain more than two dwelling units, including apartments and condominiums.

13.1.3 National Fire Protection Association (NFPA) 1 Fire Codes (2012). The comprehensive set of fire prevention, protection, and life safety requirements published by the National Fire Protection Association (NFPA) to establish minimum safety standards for new and existing buildings.

13.1.4 National Fire Protection Association (NFPA) 1, Chapter 10 (General Safety Requirements).

10.11.6 – Cooking equipment that is permitted for use in a multifamily dwelling.

10.11.6.1 – 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 10ft. (3m) of any structure.

10.11.6.2 – For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.

10.11.6.3 – Listed equipment (LE) permanently installed in accordance with its listing, applicable codes, and manufacturer's instructions shall be permitted.

13.1.5 National Fire Protection Association (NFPA) 1, Chapter 69 (Liquefied Petroleum and Natural Gases.

69.3.2.2 – LP-Gas containers shall be allowed in buildings only for the following applications:

ii. Cylinders awaiting use, resale, or exchange when stored in accordance with Section 69.5 [58:6.2.2.2]

69.5.3.5, Storage Within Residential Buildings - Storage of cylinders within a residential building, including the basement or any storage area in a common basement of a multiple-family building and attached or detached garages, shall be limited to cylinders each with a maximum water capacity of 2.7 lbs. (1.2 kg) shall not exceed 5.4 lbs. (2.4kg) aggregate water capacity per each living space unit. [58:8.3.5]

13.1.6 National Fire Protection Association (NFPA) 58, Liquefied Petroleum Gas Code, Chapter 6 (Installation of LP-Gas Systems)

6.2.2 – LP-Gas containers shall be allowed in buildings only for the following applications:

(8) Cylinders awaiting use, resale, or exchange when stored in accordance with Sections 8.2 and 8.3.

13.1.7 National Fire Protection Association (NFPA) 58, Chapter 8 (Storage of Cylinders Awaiting Use, Resale or Exchange)

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 multiple-family building and attached or detached garages, shall be limited to cylinders each with a maximum water capacity of 2.7 lbs. (1.2 kg) shall not exceed 5.4 lbs. (2.4kg) aggregate water capacity per each living space unit.

13.1.8 Wisconsin Administrative Code, Chapter SPS 314, Fire Prevention. This chapter of the State of Wisconsin Administrative Code adopts the NFPA as the minimum fire safety standards for the State of Wisconsin. In 2025, the State of Wisconsin adopted the 2012 version of the NFPA 1.

13.1.9 Wisconsin Administrative Code, Chapter SPS 340 (Gas Systems). This chapter of the State of Wisconsin Administrative Code identifies the design requirements for gas systems.

*13.2 Fire Pits (Wood, Propane, etc.)*

13.2.1 No unit owner shall use devices of this kind on the Association property.

*13.3 Grills (Propane, Charcoal, Smokers, etc.)*

13.3.1 Charcoal Grills

(a) You may use a charcoal grill on Association property.
(b) Charcoal grills must be used in an area that is at least 10 feet from any structure.
(c) Charcoal grills must be returned to the permissible storage areas, after they have cooled down and the ashes have been properly disposed of. For homeowners in lower units, you may store barbecue grills on the patio or in your garage. For homeowners in upper units, you may store barbecue grills in your garage.
(d) Charcoal must be stored in a cool, dry place away from any type of heat source.

13.3.2 Electric Grills

(a) You may use an electric grill on Association property.
(b) You may use an electric grill on balconies if they are UL listed and approved for that use.
(c) Electric grills must be properly stored after use. Homeowners should store them inside the building in a safe and secure manner.

13.3.3 Propane Grills

(a) You may use a propane grill on Association property.
(b) Propane grills must be used in an area that is at least 10 feet from any structure.
(c) Propane grills must be returned to the permissible storage areas, after they have cooled down. For homeowners in lower units, you may store propane grills on the patio or in your garage. For homeowners in upper units, you may store propane grills in your garage. Prior to storing your grill, you must disconnect and store your propane.
(d) There are specific restrictions imposed by the State of Wisconsin regarding propane tank size and storage. Propane tanks may not exceed 2.7lbs. in size and you may only store 2 tanks in your garage. There are no other areas where you may store your propane tanks.

13.3.4 Smokers

(a) You may use a smoker on Association property.
(b) Smokers must be used in an area that is at least 10 feet from any structure.
(c) Smokers must be returned to the permissible storage areas, after they have cooled down and the ashes have been properly disposed of. For homeowners in lower units, you may store barbecue grills on the patio or in your garage. For homeowners in upper units, you may store smokers in your garage. Prior to storing your smoker, you must disconnect and store your propane.
(d) There are specific restrictions imposed by the State of Wisconsin regarding propane tank size and storage. Propane tanks may not exceed 2.7lbs. in size and you may only store 2 tanks in your garage. There are no other areas where you may store your propane tanks.
(e) Smoker pellets must be stored in a cool, dry place away from any type of heat source.

13.4 *Outdoor Heaters (Kerosene, Propane, etc.)*

13.4.1 No unit owner shall use devices of this kind on the Association property.

*13.5 Sprinkler Inspection (Annual)*

To maintain compliance with fire codes all Chateau Condominiums of Oak owners shall be required to grant access to their individual unit, as necessary, to inspect all elements related to fire suppression (sprinklers, pipes, alarms, compressors, etc.). Failure to grant access on the scheduled date/time for the individual units may result in a fine. Further, the Unit Owner(s) will be responsible for rescheduling the required inspection at the owner's expense. All rescheduled inspections must occur within 10 days of the originally scheduled date of inspection. Verification of the completion of the inspection shall be submitted to the Board of Directors via the property management company.

## SECTION 14 - GARBAGE & RECYCLING

Chateau Condominiums of Oak Creek contracts with John's Disposal for garbage collection and recycling services. Pickups are scheduled to take place weekly on Friday's. During weeks in which there is a recognized holiday collection service occurs one day later.

14.1 All garbage shall be placed in sealed plastic bags and placed inside garbage cans for collection.
14.2 All recycling shall be placed in the recycling bins provided by the contracted service provider.
14.3 Large boxes shall be broken down.
14.4 All owners shall place bins outside of their residence no more than 12 hours before the scheduled garbage pickup.

14.5 All owners shall store their garbage and recycling bins by dusk on the day of garbage collection.

14.6 Any litter remaining outside of your unit shall be cleaned up, by the Unit Owner(s), after collection has been completed.

14.7 Large items (sofas, loveseats, dressers, refrigerators, stoves, washing machines, dryers, hot water heaters, etc.) shall not be placed outside with the regular scheduled collection. Requests for large item pickup shall be arranged through the contracted property management company. Owners are allowed one large item(s) pick up per year with ADVANCED notice to our provider.

When arrangements have been made for large item pickups, the items shall be placed outside, in a manner that is safe. Refrigerators and stoves shall have their doors removed prior to being left outside. This is for the safety of others.

## SECTION 15 - LEASING

Chateau Condominiums of Oak Creek prohibits the leasing of Units. However, there are exceptions that may be granted by the Board of Directors.

*15.1 Definitions/Terms*

15.1.1 Lease. A legally binding contract that grants a tenant exclusive right to occupy a privately owned individual condo unit in exchange for rent, while remaining strictly subject to the community's governing documents (Bylaws, Declarations, Rules & Regulations).

15.1.2 Family Member. For the purposes of this document, a family member is defined as parents, grandparents, children, siblings, and spouse of the unit owner.

15.1.3 Hardship. Hardship is defined as a unit owner that vacates a unit for reasons beyond their control.

*15.2 Exceptions*

15.2.1 Occupancy of a Unit by a family member. A unit owner is permitted to allow a family member to occupy the unit and it shall not constitute a lease, even if there is a written agreement between the parties. The unit owner is responsible for providing copies of the Bylaws, Declarations, and Rules & Regulations to the family member occupying the unit. Further, the unit owner is responsible for ensuring the family member is in compliance with the governing documents of the Association.

15.2.2 Hardship Exception. Shall a unit owner vacate their unit for reason(s) beyond their control they may apply for a one-year hardship waiver.

Procedure

(a) Submit a written request for the hardship exception to the Board of Directors. This request shall detail the reason for the request.
(b) The Board of Directors will review the request and render a decision based on the information provided by the requestor. If denied, no further action will be taken. If approved, move to (3).
(c) The unit owner will draft a lease agreement with the tenant. The lease must contain a provision that failure by the tenant or unit owner to abide by the governing documents of the association may, at the discretion of the Board of Directors, result in the termination of the lease.
(d) Copies of the lease must be submitted to the Board of Directors through the property management company within five (5) business days of the execution of the lease and prior to the occupancy of the unit by the tenant.

(e) Tenants shall acknowledge in writing that they have received copies of the governing documents (Bylaws, Declarations, Rules & Regulations) of the Chateau Condominiums of Oak Creek. The acknowledgment shall be submitted to the Board of Directors through the property management company within five (5) business days of occupancy of the unit.
(f) Shall a unit owner wish to request an extension of the hardship exception, they shall submit the request thirty (30) days prior to the expiration of the existing hardship exception.

## SECTION 16 - MAINTENANCE

To maintain community standards, the Board of Directors may require Unit Owners to repair any unit elements or limited common elements for which they are responsible if they fall into disrepair. Failure to comply with a repair notice may result in fines or enforcement action as outlined in the governing documents, including this document.

To maintain community standards, there are items that, when replaced, shall be replaced with like items. These items are listed below.

*16.1 Front Door*

16.1.1 The front door must be a six (6) panel metal door. It shall comply with current fire codes.
16.1.2 The door shall be painted in the approved color(s). The color(s) is available on the HOA Portal.
16.1.3 Plastic sheeting installed on the exterior side of the door is prohibited. Interior use is permitted.
16.1.4 Approval from the Board of Directors is required prior to the installation of the item(s).

*16.2 Garage Door*

16.2.1 The garage door must be a metal flush-style door with a pattern that is identical to the existing door. It shall comply with current fire codes.
16.2.2 The door shall be painted or fabricated in the approved color(s). The color(s) is available on the HOA Portal.
16.2.3 Approval from the Board of Directors is required prior to the installation of the item(s).

*16.3 Mechanical Closet Door (Exterior)*

16.3.1 The mechanical closet door must be a six (6) panel metal door. It shall comply with current fire codes. Flush doors installed prior to the date of enactment of these Rules & Regulations will be grandfathered in.
16.3.2 The door shall be painted in the approved color(s). The color(s) is available on the HOA Portal.
16.3.3 Approval from the Board of Directors is required prior to the installation of the item(s).

*16.4 Storm Door*

16.4.1 Any unit adding or replacing a storm door to the main entrance of the unit shall install, at the unit owner's expense, one of the following models:

Anderson HD 3000 Fullview Door (white)
Anderson HD 3500 Fullview Door (white)

Forever by Anderson HD 2500 Fullview Door (white)

16.4.2 Approval from the Board of Directors is required prior to the installation of the item(s).

*16.5 Screens*

16.5.1 Unit Owners are responsible for the maintenance of screens. Screens must be in good condition, meaning they shall be:
(a) free of cuts.
(b) free of tears.
(c) free of tape.
16.5.2 Screens shall be in place during spring, summer, and fall months.

*16.6 Windows*

16.6.1 Unit Owners are responsible for replacing the windows in their respective unit. The windows shall be:
(a) the same dimensions as the existing windows.
(b) double hung.
(c) white.
(d) same **GRID** pattern as the existing windows.
16.6.2 Approval from the Board of Directors is required prior to the installation of the item(s).
16.6.3 Window coverings.
(a) Plastic sheeting installed on the exterior side of the window(s) is prohibited. Interior use is permitted.
(b) Sheets, blankets, etc. are approved for indoor use and as a temporary window covering not to exceed thirty (30) days.
(c) Shades, blinds, etc. installed on the interior side of the window is permitted.

## SECTION 17 - NUISANCE

No noxious, illegal, or offensive activity shall be carried on or within any Unit or within the Common Elements/Limited Common Elements, nor shall anything be done which may be or become an objective annoyance or nuisance to the Association. For the purposes of these rules, an activity is defined as "offensive" or a "nuisance" if it substantially and unreasonably interferes with the use, safety, peace, or quiet enjoyment of the premises by an ordinary person of normal sensibilities. Enforcement shall be governed by an objective, reasonable standard and not the subjective or sensitive standard of any single occupant.

The Board of Directors reserves the right to impose a response per the Violation Schedule established in this document. See the *Grievance Committee Rules and Procedures* for disputing a violation of the nuisance rules.

*17.1 Definitions/Terms*

17.1.1 Noxious or Offensive Activity (Nuisance). An act, use of property, or occupation that is harmful, offensive, or injurious to public health, safety, comfort, or welfare.
17.1.2 Objective Reasonableness. Enforcement of the rules based on external, factual circumstances that an average, ordinary person would consider fair and rational, rather than the personal or arbitrary feelings of the Board.

*17.2 Rules*

17.2.1 Sound and Vibration. There shall be no unreasonably loud, boisterous, disturbing noises, barking dogs, or vibrations between the hours of 10:00pm and 7:00am.

17.2.2 Odor and Waste. There shall be no accumulation of unmanaged garbage, hazardous materials, or failure to clean up animal waste resulting in foul odors penetrating into an owner's unit.

17.2.3 Conduct. There shall be no verbal abuse, harassment, or threats directed at board members, contractors, guests, or residents.

## SECTION 18 - PARKING

*18.1 Definitions/Terms*

18.1.1 Driveway. A limited common element located directly in front of the unit owner's garage that is assigned to the unit owner for their exclusive use.

18.1.2 Garage. An area contained within the unit owner's residence that is for their exclusive use.

18.1.3 Guest/Visitor. A person who visits a unit for a short period of time (i.e., for the day, for an evening event, or for an overnight stay). They do not pay rent, do not receive mail at the address, and they do not hold ownership rights.

18.1.4 Resident/Tenant. A person listed on the unit's deed or an approved lease agreement who uses the unit as their primary, ongoing domicile.

18.1.5 Guest/Visitor Parking. A common area that is designated and identified as parking that is strictly for the use of guests/visitors.

18.1.6 Resident/Tenant Parking. An area that is used by residents to park their personal vehicles.

18.1.7 Permitted Vehicles. Vehicles that are allowed to be used and stored on the Association's property. Permitted vehicles are passenger cars, sport utility vehicles, light trucks, vans, small commercial work vans (no more than a gross vehicle weight of 6,000 pounds), and properly licensed street motorcycles.

18.1.8 Prohibited Vehicles. Vehicles/motorized items that are not allowed for use and storage on the Association's property. Prohibited vehicles are large commercial vehicles, motorhomes, trailers, boats, campers, recreational vehicles/RVs, jet skis, snowmobiles.

18.1.9 Non-Operational Vehicles. Motorized vehicles, towable units, or recreational vehicles (including but not limited to automobiles, trucks, sport utility vehicles/SUVs, mopeds, go-carts, all-terrain vehicles/ATVs, snowmobiles, trailers, jet skis, campers) shall be deemed non-operational if it meets the following criteria:

(1) Lack of Vald Registration: The vehicle does not display a current valid, state-issued license plate and registration sticker.

(2) Mechanical Inoperability: The vehicle cannot legally and safely move under its own power upon a public thoroughfare or is missing essential parts that is required for its operation (such as an engine, transmission, steering wheel, intact windshield, or inflated tires).

*18.2 Unit Owner Parking*

18.2.1 Unit owners shall store their personal permitted vehicles inside of the garage that is associated to their unit and in the driveway located directly in front of the garage that is associated with their unit.

18.2.2 The amount of personal permitted vehicles to be stored in a unit owner's space shall be determined by the size of the garage:

One (1) Car Garage. A unit owner shall park no more than two (2) permitted vehicles on the association

property. One vehicle may be stored in the garage and one in the driveway.

Two (2) Car Garage. A unit owner shall park no more than four (4) permitted vehicles in their exclusive space. Two vehicles (2) may be stored in the garage, and two (2) vehicles may in the driveway.

18.2.3 Unit owners shall only store non-operational vehicles in their designated garage spaces. At no time may a non-operational vehicle be stored in guest/visitor parking or on the driveway.

18.2.4 Unit owners are prohibited from using guest/visitor parking. Temporary exceptions may be granted by the Board of Directors. Prior approval must be submitted to the Board of Directors through the property management company.

*18.3 Guest/Visitor Parking*

18.3.1 Guests/visitors shall legally and properly park their vehicles in the designated guest parking areas and/or in the driveway of the unit owner they are visiting.

18.3.2 Unit owners are prohibited from using guest/visitor parking. Temporary exceptions may be granted by the Board of Directors. Prior approval must be submitted to the Board of Directors through the property management company.

18.3.3 Guest parking is for short-term use. Short-term is defined as a period of time that does not exceed three (3) days. Any guest that will be staying for a period of time exceeding three (3) days shall use the unit owner's driveway. If that is not feasible the unit owner may request permission to use a guest parking space for a determined period of time. The request shall be submitted to the Board of Directors through the property management company. Contained in that request shall be the following items: the requested dates of use, the reason for the request, and the vehicle information (make, model, color, license plate).

*18.4 Parking Rules*

- Unit owners and guests shall legally and properly park their vehicles in the areas that are designated for their use.
- Nobody shall park on roadways.
- Nobody shall park in a manner that impedes a unit owner's ability to exit from their garage/driveway.
- Nobody shall park in a manner that impedes the flow of traffic.
- Nobody shall park in a manner that obstructs the use of fire hydrants.
- Nobody shall park in another unit owner's driveway without their written permission.
- Failure to comply with the general parking rules shall result in fines and the removal of the vehicle via a towing service, if determined to be appropriate.

*18.5 Towing*

The Chateau Condominiums of Oak Creek and the representatives of the Chateau Condominiums of Oak Creek reserve the right to have any vehicle towed for violations of the parking rules noted above. The Chateau Condominiums of Oak Creek is not required to provide notice of the towing to the owner(s) of the vehicle(s) subject to towing. The owner of the vehicle shall pay any/all charges to the towing company prior to the vehicle being released.

## SECTION 19 - PEST CONTROL

Pest control is optional for owners and is at the owner's expense. Interior pest control does not require approval from the Board of Directors. Any work that is performed outside of the boundaries of the owner's unit will require approval from the Board of Directors. Unit owners shall submit an Architectural Request Change through the property management company. The Architectural Request Change shall contain the name of the pest control company, the work that will be performed, and the list of chemicals that will be used by the company.

## SECTION 20 - SECURITY CAMERAS

The Chateau Condominiums of Oak Creek permits the installation of security cameras and video doorbells in those situations and places where the security of either people or property would be enhanced. The installation of those devices is subject to approval by the Board of Directors prior to the installation.

The use of security cameras must be done in an appropriate, professional, ethical, and legal manner consistent with all existing applicable laws and policies of the Association.

The Association reserves the right to set and amend regulations regarding the type and location that security cameras are used and installed on the exterior portions of the buildings and common areas of the property.

*20.1 Regulations*

20.1.1 Security cameras (excluding video doorbells) shall not exceed the following dimensions 4 in. by 4 in. by 4 in.
20.1.2 Placement of cameras shall be reviewed by the Board of Directors prior to installation. An Architectural Request Change shall be submitted through the property management company and reviewed by the Board of Directors.
20.1.3 Any improperly installed cameras shall be removed or moved to an approved area for installation.
20.1.4 Any/all costs to repair damages to common elements caused by the security camera shall be repaired by the Unit Owner at the unit owner's expense.

*20.2 Rules*

The use of surveillance cameras shall be for the protection of the unit owner's personal assets and safety as well as the protection and safety of the property of the Association, its members, and guests. Accordingly, any surveillance camera/video doorbell used on the property of the association is subject to the following:

20.2.1 The primary use of surveillance cameras will be to record images for the future identification of individuals in the event of legal and/or policy violations.
20.2.2 Any images or records from cameras located on exterior portions of any part of the buildings shall be available to the Board of Directors upon request.
20.2.3 Any images or records from cameras that capture images outside of the units shall be available to the Board of Directors upon request.
20.2.4 All images or recordings must be maintained by the Unit Owner for a period of seven (7) days.

20.2.5 If an incident occurs that is substantiated with surveillance camera data and a unit owner, resident (adult or child), or guest (adult or child) is involved, either as a subject or victim, the data shall be transmitted to the Board of Directors or the property management company by the unit owner or resident who owns or controls the camera.

## SECTION 21 - SNOW REMOVAL

The Association contracts with an outside company for the removal and/or maintenance of all roads and paved walkways owned by the Chateau Condominiums of Oak Creek. The Association's contractors are required to plow the streets and sidewalks when the snow has reached two (2) inches of accumulation.

21.1 When snow reaches two (2) inches of accumulation the contractor shall begin clearing the property. The main roads are the top priority and will be cleared first, driveways will be cleared second, and sidewalks shall be cleared last.

21.2 Unit owners shall maintain and keep clear of snow and ice the initial two feet of their respective driveways, as measured from the edge of the garage slab.

21.3 After the main roads are cleared, the driveways will be cleared. When this occurs, unit owners, that park a permitted vehicle in their driveway, shall move the vehicle to allow the contractor to clear the snow from the driveway.

21.4 Any unit owner that does not move their vehicle shall be responsible for clearing the snow from their driveway. Failure to clear the space within twenty-four (24) hours shall pay all additional costs incurred by the association should the contractor have to return to the property after all clearing has been completed.

21.5 For the safety and welfare of all residents and guests, Unit Owners shall have salt available. Unit Owner's shall apply salt, as needed, to the sidewalks and the initial two feet of their respective driveways as measured from the edge of the garage slab.

21.6 If ice is observed on the roadways or sidewalks, Unit Owners may notify the property management company of the condition of the roads. Either the property management company or the Board of Directors will call the contractor for salting, when needed.

# REVISION LOG

This log details the types of revisions made and the date, in chronological order, the revisions were made.

ORIGINAL DATE OF ISSUE: 10/01/2026

| DESCRIPTION OF REVISION | REVISION DATE |
|---|---|
| Section 17 – Nuisance, 17.2 Rules, 17.2.1 Sound and Vibration.<br>Rule was amended to 10:00pm to 7:00am. This is in line with the City of Oak Creek ordinances. | 10/12/2026 |
| | |