

5582 South 27th Street
Milwaukee, WI 53221

CONDOMINIUM RULES

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CONDO RULES

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I. GENERAL

1. The purpose of these rules is to provide greater ease of living together and to prevent damage to the Parnell Woods Condominium Association common property. Accordingly, if a violation of any of these rules results in damage to Association property by a family member, and/or guest violating these rules the unit owner is solely liable to the Association for all damages caused thereby.

2. These rules are not meant to be restrictive but are designed to provide an environment which will meet the needs and expectations of all homeowners.

3. These rules may be modified, deleted, and additional rules may be added as deemed necessary by the Board of Directors. (Article V, Section 8, By-laws)

4. In the event of a conflict between two or more residents, or the Board and a resident, as a last resort the Board of Directors may be requested to select an independent Rules and Arbitration committee to review and decide the issue.

5. All complaints must be written and submitted to the Board of Directors. The complaint must be signed, unsigned complaints will not be acted upon. The complaint will be reviewed and answered in writing by the Board President. In the event that the answer is unsatisfactory the complaint may be re-submitted to the full Board for review. If the complainant is still not satisfied they may request that a Rules and Arbitration committee be established to resolve the issue. The Rules and Arbitration Committee decision is binding on both parties.

II. ARBITRATION PROCEDURE

1. Any homeowner who is the subject of a complaint receiving an assessment of damages or other disciplinary action may submit within seven (7) days of notification, a written intent to appeal, to the Board and request a Rules and Arbitration Committee. Upon receipt of the notice of intent to appeal, the Board of Directors shall convene within ten (10) days of notification with the disputing parties and select a Rules and Arbitration Committee.

2. The Rules and Arbitration Committee will consist of one (1) member from the Association Board, to act as chairperson, and three (3) homeowners selected at random from a list of all homeowners. Those persons directly involved with the conflict and the remainder of the Board members will be excluded from the list. The Committee chairperson will have no power or vote to determine the outcome, only to ensure that the issue is resolved in a timely manner and to act as a legal representative of the Association.

3. After the Rules and Arbitration Committee is established it shall, within seven (7) days, meet with all the disputing parties and decide what action, if any, should be taken. They may review all previous actions concerning the complaint and question any decision concerning the infraction. Members of the committee hearing a

complaint must be neutral in regards to the parties involved and the specific complaint.

4. If the person making the complaint fails to appear at the hearing, the complaint shall be dismissed.

III. SANCTIONS OR PENALTIES

NOTE: Unit owners are responsible for all costs incurred in enforcing rules (Article XII, By-laws)

1. informal letter of warning or reprimand.

2. Assessment of damages, liquidated (including, but not limited to, fines as set forth in Article IV, Section L below) and/or actual.

3. All other legal and judicial sanctions otherwise available.

IV. RULES

A. PARKING (ARTICLE IX. CONDO BY-LAWS)

The following set of rules governs parking in all areas of the complex. Except as noted below, the first violation will result in a written warning; all subsequent violations will be subject to a penalty for liquidated damages.

The Parnell Woods Visitor Parking Permit has been provided for each unit; this permit must be displayed in the vehicle parked overnight in a visitor parking space. Each unit is entitled to one and only one permit. If a permit is lost or destroyed, a replacement may be purchased from the Board of Directors for a $2.00 replacement fee.

The permit shall be hung from a rear view mirror or placed on the driver's window with the orange address side facing the exterior. Any vehicle parked overnight without the permit will be towed.

Because of limited parking, residents may only use the two parking spaces reserved for themselves at their unit, if you have more than two vehicles for your unit, you must park them on the city streets. Do not use the parking permit to park your vehicle in visitor parking. In addition to being assessed liquidated damages per occurrence, your visitor parking permit may be void and your vehicle towed.

Notify the Board member assigned to parking if s guest's car will be parked for more than one night

1. A warning letter will be sent for first infraction of the rules. If behavior is not correct, a fine will be charged to the owner. If it continues the offending vehicle could be towed.

2. For the purpose of these rules, **unit owners shall be responsible for violations of their visitors.**

3. Do not park in front of mailboxes at any time. Mail will not be delivered.

4. Unit owners shall park in their driveways or carports only: Phase 1, park one car in the car port and one car behind it in the driveway; Phase 2, park one car in the garage and one car in the driveway-- not 2 in the driveway side by side. The vehicles shall not extend beyond the grass line. No parking in/along roadways at any time.

5. Unit Owners do not park in front of your Unit or anyone else's. Your company may not park there.

6. All vehicles must park in designated parking stalls and occupy only one space.

7. Never block or park in another unit's driveway without their permission, for any length of time.

8. No unit owner shall park a motor vehicle in designated visitor parking space; live in guests are also excluded from use of visitor parking.

9. All visitor vehicles parked overnight must display a Visitor parking Permit given out by the Condo. All cars parked overnight without a permit are subject to being towed. Make sure the permit is visible and legible If it is not, it may be towed. The Board has no control over the towing.

10. Unit Owners are not permitted to part in Visitor Parking at any time.

11. A 5 mile an hour speed limit is set for inside the Association.

12. Any motorized vehicle which is inoperable shall be determined to be illegally parked and liquidated damages shall be assessed.

13. All camping trailers, commercial/work trucks and/or vans, cargo vans, trailers, or non motorized vehicles cannot be parked in any area of Parnell Woods. Parking spaces are for passenger vehicles only and no boats, commercial/work trucks and/or vans, trailers, or other vehicles or objects shall be placed in or around the parking spaces assigned. (Article IX, Section 2, By-laws)

14. No one is allowed to loiter and egress as set forth in Section A of these rules shall be subject to a fine per incident.

Note: Pick up trucks (Half ton or under without a camper body) passenger vans, and SUV's used for personal transportation are allowed.

Note: If you notice anyone violating our parking rules, please contact the property manager with the following information: location of the vehicle, the violation being committed, the license plate of the vehicle, the color and model of the vehicle. Also it would be of great help if you would happen to know the unit number of where the violator lives or is visiting. The assigned Board member will then check into the situation and see that the matter is resolved. The person providing the parking violation information is never revealed to the violator, unless required by legal proceedings or a grievance proceeding. Once the Board member is notified, it becomes an issue between the Association and the violator.

B. SPEEDING

1. A 5 mile per hour speed limit is in effect throughout the complex.

C. REAL ESTATE SIGNS AND SALE INFORMATION

1. Real estate signs can be displayed only on weekends when someone is on premises to show the unit.

2. Open houses during the week need permission of the Board to display a sign.

3. The following items must be transferred to the buyer from the seller. If not, they will need to be purchased for the Board of Directors at the following cost:

    a. Book including Declaration, By-Laws & Rules $10.00

    b. Pool key $25.00

    c. Visitor Parking Permit $20.00

    d. Maintenance Fee coupon book $10.00

    e. Special Assessment coupon book $10.00

4. New buyer should be notified of the non-refundable transfer of ownership fee of two months' assessment due at the time of sale,

Note: Seller should have buyer review the Condo Rules regarding installation of phone lines, cable television and lines, satellite dishes and lines and the need for prior Board approval (letter of approval) Seller should apprise the buyer that the buyer assumes responsibility and liability for pre-existing equipment in the unit, whether there is a letter of approval from the Board for installation or not.

D. FLAMMABLE LIQUIDS

1. Gas, gasoline, and other flammable liquids (except paint thinner and cleaning solvents) may not be stored in any unit.

2. All gasoline-operated equipment must be emptied before being brought into any unit.

3. No flammable gas cylinders can be stored in any unit once the manufacturer's seal has been broken.

4. Paint thinner and cleaning solvents can be stored in any amount not exceeding one gallon. In total. All containers must be sealed and stored in cool areas.

5. No outdoor burners, fire pits or outdoor fireplaces are allowed per City Ordinance and Insurance concerns.

Note: No fireworks, firecrackers, bottle rockets, sparklers, etc. are allowed at any time in the Parnell Woods Condo Association.

E. MOTORIZED VEHICLES AND NON MOTORIZED EQUIPMENT

1. Mini-bikes, go-karts or any vehicles other than non-licensed not to be operated on the grounds, except for ground maintenance vehicles or other vehicles authorized by the Board of Directors.

2. If work must be done on a vehicle, which will disable it for over 24 hours, approval must be granted by the Board of Directors.

3. No cars can be left on stands of any sort.

4. Skateboards, scooters, bicycles, roller skates/roller blades are not allowed on the roadways, parking areas, sidewalks or other grounds within the Parnell Woods Condo Association. Unit owners are responsible for violations committed by their visitors.

F. ANIMALS

1. All animals, as required by the City of Milwaukee Ordinance, must be licensed.

2. Animals must be registered with the Condominium Association by owner's name and unit number, animal's name, animal breed, City license number, and proof of rabies vaccination.

3. A maximum of 3 animals are allowed.

4. No vicious breeds of dog are allowed as defined by the City of Milwaukee (Milwaukee Ordinance Chapter 78-22). No exotic animals are allowed.

5. No animal is allowed to run loose. They must be on a leash and otherwise in full control of the handler at all times when outside of a unit. No animal is to be tied out of doors alone (i.e., without a person present).

6. You are responsible for picking up all of your animal's waste and properly disposing of it immediately. Fines will be levied if warnings are ignored.

7. It is the animal owner's responsibility to repair or replace any article or property damaged by their animal. Liquidated damages may be assessed for any property damages.

8. No animal houses, sheds or exterior structures for animals and animals are allowed; this includes bird feeders.

9. Complaints about animals are handled by the Department of Neighborhood Services Environmental Health Section of Milwaukee (414-286-5771). Those complaints include, but are not limited to: abused animals, unlicensed animals, too many animals per unit, animal bites, etc. Contact the police for stray animals and animal bites at 414-933-4444.

10. No bird feeding stations or spreading of birdseed on the ground is allowed.

11. Fines will be levied if warnings are being ignored.

12. Owners/Renters are not allowed to put any food outside for animals, wildlife or birds.

13. All other City of Milwaukee laws about animals apply to the residents of Parnell Woods.

G. NUISANCE NOISE

1. Making excessive noise, using offensive language or engaging in activities which unduly disturb neighbors is not allowed.

2. Contact police at the non-emergency number: 414-286-2489 (#3)

3. Televisions, radios, stereo systems, etc. must be operated with consideration for neighbors at all times. Special consideration and attention must be given to maintaining quiet after 10:00 PM.

4. Failure to abide can result in liquidated damages /fines being assessed per occasion.

H. POOL RULES

1. All persons using the pool do so at their own risk. There will be no lifeguard.

2. For safety purposes, no child under the age of 13 is allowed in the pool unless accompanied by his/her parent or designated adult guardian.

3. For safety purposes, no teenage residents (13-18 years of age) are allowed in the pool, by themselves, unless accompanied by a "Buddy".

4. **HOURS**: The pool opens at 9:00 AM every day and closes at 10:00 PM, Except: Fridays and Saturdays it closes at 12:00 AM.

5. The pool is primarily for the enjoyment of Parnell Woods' residents. Guests will be permitted when accompanied by an adult resident, Private pool parties are not permitted. **There is a limit of 4 guests per unit at one time.**

6. **NO DIVING**. Jump in from the side of the pool at your own risk. Running or unruly behavior is not permitted at any time.

7. No loud music is allowed at the pool.

8. The pool may be closed at any time due to inclement weather, repairs, or cleaning.

9. Pool furniture is not to be removed from the pool area or placed in the water at any time.

10. Only cans, soft plastic, or paper containers are allowed in the pool area. Absolutely, **NO GLASS**. All trash and refuse should be disposed of properly. Dispose of cigarette butts in the proper containers.

11. Scuba equipment is not permitted in the pool or pool area at any time.

12. Use discretion when using rafts.

13. Non-pool related items are not allowed in the pool area; such as, but not limited to, roller blades, skateboards, bikes, wagons, etc.

14. Wet towels and/or wet swimsuits are not permitted in the clubhouse except for the hallway leading to the restrooms and in the restrooms.

15. The gate to the pool area and the door to the clubhouse bathrooms are to be kept closed and locked at all times. Don't open the door for anyone who knocks to gain entry. If they do not have a key, they don't belong in the pool.

16. Excess suntan oil and lotions should be washed off before using the pool.

17. Animals are never permitted in the pool or pool area, for any reason.

18. Do not enter the pool if you have any communicable disease or any open cut.

19. Shower before entering the pool.

20. Infractions of these rules may result in fines per incident.

I. COLLECTION POLICY

1. The regular monthly assessments are due on the first day of each month.

2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

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.

4. All payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

5. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

6. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed $50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.

7. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.

8. A late fee of $50.00 shall be assessed against a Unit owner for any payment not received by the Association by the fifteenth (15^{th}) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.

9. The basic collection system of the Board shall be as follows:

   a. At 15 days past due, a board member or the property manager may call the delinquent owner;

   b. At 30 days past due, a past due notice may be sent;

   c. At 45 days past due, a second past due notice may be sent; and

   d. At 90 days past due, the matter may be referred to the attorney for collection.

10. An administrative fee of $100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

11. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account it current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

J. FIREPLACE & FIREPLACE MAINTENANCE

Units with Fireplaces. All owners of units with a fireplace must inform the Board of Directors of the existence of the fireplace by November 1st, 2025. Information regarding the date of installation, any blueprints, any proof of inspection and cleaning within the last two years, and frequency of use must be provided to the Board. A failure to inform the Board of your unit's fireplace within this timeframe may result in remedial action including fines. Prior to the next use of a fireplace within your unit, you must have the fireplace cleaned and inspected. Proof of cleaning and inspection must be tendered to the Board prior to next use.

Fireplace Maintenance.

1. Owners with fireplaces within their units are required to have their fireplace inspected and cleaned prior to use if idle for a period longer than eight (8) months. If the fireplace is used on a routine/regular basis, the fireplace must be inspected and cleaned on a yearly basis between the months of May and October. Routine/ regular use is defined as an average of 1 fire a month during the colder months of the year (November-April). Proof of inspection and cleaning must be provided to the Board prior to November 1 of each

year. A chimney inspection includes cleaning and an entire system inspection top to bottom pursuant to the NFPA 211 Standard.

2. In the event a unit owner fails to provide the required proof of inspection or cleaning and are found to regularly use their fireplace pursuant to the definition of regular use provided for in Item 1, the Board reserves the right to levy fines and/or hire a contractor for the inspection and cleaning of the fireplace. All costs associated therewith will be charged back to the unit owner.

3. If repairs are needed, the unit owner is responsible for coordinating the repairs and must submit plans for the proposed repairs to the Board, who will then approve the repairs or request additional modifications be made.

4. Unit owners with gas burning fireplaces that are used on a regular basis are required to have their gas insert inspected every year between the months of May and October or prior to use if idle for more than eight (8) months.

5. Upon the securement of an offer to purchase, the Unit owner is required to have their wood or gas fireplace inspected and cleaned prior to closing, unless the work was completed within 3 months of the accepted offer.

6. Owners who fail to have their fireplaces cleaned and inspected as set forth in this Rule may be subject to fines and will be assessed costs of any damages incurred due to their negligence including the deductible on the master insurance policy and any damages not covered by insurance.

K. UNIT EXTERIOR CHANGE PROCEDURE

You must have permission, in writing, from the Board of Directors prior to ANY changes to the exterior of your unit. (Article VIII, Section 3, Condo By-laws) This includes, but is not limited to, the following items:

Addition or replacement of doors and windows, including storms; Exterior painting of doors, windows, patios, etc. for proper color; Addition of, or changing, exterior lights (only certain types allowed);

Installing cable TV service, satellite dishes, phone lines in your unit, exterior lines/cables shall enter at ground level with any 2nd story lines/cables run up through the interior, any lines/cables coming down from the eaves near the root-line shall be tucked discreetly along roof lines, rain gutters, etc. before entering the unit at the ground level with no dangling exterior lines;

Attaching any item to the exterior surface of your unit;

Removing/replacing any bushes or trees near unit;

Installing a wooden patio deck;

Any change which requires penetrating the roof or exterior wall (includes high efficiency furnaces, fireplaces, cable TV, phone lines).

The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

Owners must notify the Board in advance of installing a satellite dish or antenna.

No satellite dishes or antennas may be placed in the common area.

In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).

Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.

Unit Owners may not install anything into the Hardiplank on the Unit. This violates the warranty. There are items for sale that will not puncture the Hardiplank.

Unit Owners may not puncture the walls around their patio to hang items.

Patio and carport areas are to be kept tidy and not used as storage areas.

The installation of fencing, construction of sheds or other structures is not allowed.

Porch lights may be brass or in the brown spectrum of earth tones. If you opt for a motion sensor light, you may also consider black.

Exterior entry doors may be full steel or wood. You may opt for a window, but it may not exceed 40% of the total height of the door, and the glass is to be in the upper half of the door. The color of the exterior of the door shall complement the siding and trim (for example, almond, tan, brown). Any door installed must comply with the city building codes.

To seek permission, drop a note into the Clubhouse mailbox describing your request; including a sketch, or other information, showing the desired change, if applicable. You will be contacted or receive written authorization within

fifteen (15) business days. Some of the changes requested may require maintenance agreements which must be settled prior to the granting of permission.

This is done, not to restrict changes, but to ensure compliance with Condo By-laws and conformity with the rest of the complex, to inform the Board when anything is being done to the common elements which may affect the integrity, maintenance costs, and appearance of the complex.

Failure to comply with these rules may result in a fine and/or removal of non-compliant revisions. If permission has not been obtained from the Board, the owner bears the responsibility and liability for any necessary repairs and/or removal.

L. INTERIOR REMODELING

1. Unit owners are permitted to remodel their units. The board requires that you notify the board of any remodeling. The board needs to know if any common element will be altered or if load bearing walls are involved. The Board needs to know if a dumpster is needed and work with the owner for placement of it. Dumpsters are permitted at times for very short periods of time. The Board also needs to know the dates of the remodel in order to coordinate any work the board may have planned.

M. BEING NEIGHBORS

1. No one is allowed on the patios or decks of another unit – unless they have permission. No one is allowed to look in other people's windows. Patios are considered part of the unit they are attached to. We live close to each other and need to be respectful of other people's privacy.

2. Nothing is to be stored in common element. This includes the area near your patio.

N. GARBAGE AND TRASH

1. Unit owners are responsible to know the days trash and recyclables are picked up. The containers provided by the city may be put out- no sooner than the night before. They must be returned to their storage area on the day they are emptied.

O. ELECTRIC RECHARGING STATIONS FOR ELECTRIC VEHICLES

1. With technology advances we, as a board, need to establish rules for the association. Personal electricity is the owner 's responsibility. The recharging station is an owner responsibility for their electrical vehicle. The board comes in its responsibility to protect, manage, repair common elements and to protect the health welfare of owners that share the building. The board requires a certified electrician to do the work and an

okay of work (specs) to be done by the board before work is done. The board needs this for our insurance company to be on file. This will ensure we are in compliance with the fire code. Of course any damages of common elements (Siding) will have the repairs charged to the owner.

P. SECURITY UNITS FOR THE HOMEOWNER

1. Doorbell Security Camera: Doorbell Security Cameras are allowed. No permission is needed. We ask if there is a motion detector with a voice challenge/welcoming recording that Phase 1 would limit the detector to the carport area and Phase 2 to the front door area. This way only people coming to your door area are challenged. Of course any damages of common elements (Siding) will have the repairs charged to the owner.

2. Security Lighting: Security Lighting using outside existing lighting fixtures without adding items to the siding are fine. Please be considerate that the light does not cause a hindrance to your neighbors. If you are going to attach any new equipment needs permission from the board before the work is done by a certified technician. Of course any damages of common elements (Siding) will have the repairs charged to the owner.

3. Outside Security Cameras not a part doorbell unit: These are independent units for patios or entrance areas. All these units need board approval before they are established because they are attached to common elements. There is a concern by owners regarding privacy especially in the patio areas. In general, homeowners do have a right to install condo security on their unit with board approval. But reasonable expectations of privacy also apply here. That means **owners must not point their cameras at their neighbors' windows, backyards, or any areas where privacy is expected. There could be legal issues between owners, if you do not comply.** Of course any damages of common elements (Siding) will have the repairs charged to the owner.

4. Inside wiring and equipment for security systems does not require a board approval.

5. If the unit will be vacant for an extended period during the colder months, (a) the heat in the unit must be set at 60 degrees at a minimum; and (b) the water in the unit must be turned off to prevent pipe breaks. If an owner fails to take these measures and damage happens, the Association may assess the unit owner any costs that are not covered by insurance.

Q. LANDSCAPING RULES

The purpose of these rules are to prevent rodents from coming into our complex and to provide some continuity and uniformity to the landscaping of our condo complex. We

have a landscape company that mows the lawn, trims the bushes and does general cleanup throughout the year. The condo association has a tree company to maintain healthy trees.

The green space in the condo complex is important for residents to enjoy.

1. Owners that have flower gardens adjacent to their condos prior to May 2023 are grandfathered in. Permission letters will be given to owners. This permission is for perennial flowers. All owners must follow rules for annual flowers. If the grandfathered flower gardens are going to change with annual flowers- owners must ask permission before planting annual flowers. This also applies if the owner wants to change perennial flowers.

2. There will be no vegetable gardens allowed. Many vegetables attract rodents. A limited number of vegetables will be allowed in containers on your patio. (Guideline 2-3 containers).

3. No invasive plants will be allowed. These plants tend to spread and take over areas. Make sure you research any plants before you buy.

4. While vegetable plants do attract rodents, there are some flowers that attract rodents because they drop seeds. The main flower that drops seeds are sunflowers. No variety of sunflowers will be allowed to be planted.

5. No annual flowers over 5 feet.

6. All new flower gardens must have written permission from the condo board before starting. Plans for the garden must be submitted when requesting permission. This includes names of plants. The board will communicate through written communication. No verbal communication will be considered valid.

7. When two owners have access to the same garden space, they must agree to the overall plan for the joint garden. If owners cannot agree to a plan together, then the owners are only allowed to put out annual flowers in containers on their side of the common element. This mainly applies to Phase 1- in front of your condo unit. Both owners are responsible for the planting of flowers, upkeep and getting permission. If one owner in this joint garden doesn't want to continue it, then the whole garden must be taken out. The cost of taking it out will be both owners responsibility. The owners must contact the board before taking it out. Discussion of putting grass or sod in will be done. Discussion of needing the board's landscape company will be made. All the costs will be split between the two homeowners.

8. Gardens in the back of Phase 1- must not exceed the boundaries of your back patio. If a garden is grandfathered in- the portion that exceeds the boundaries of the patio is not grandfathered in. The board will advise any owners if this occurs.

9. When new owners move in, they take over the responsibility of the garden (if one is in place.) If the new owner does not want it, they must contact the board before taking it out. The owner bear all responsibilities of the cost of taking it out and planting of grass.

10. When the board plants privacy bushes, the owner that benefits from the privacy has the responsibility to water them. The board will inform them at the time of planting. If the owner does not water them and they die, the board will replace it with grass. The board will only replace bushes once for an owner. When a new owner moves in, they may discuss the matter with the board. The board may plant new bushes for them one time. Ongoing watering of these bushes is needed every year. The owner that benefits from the privacy buses must water them to keep them alive.

11. The board wants similar designs/patterns in gardens. Taller plants must be near the wall with flowers descending in size. There must be space between plants so that the garden is not dense. This will detract rodents from building nests.

12. The board realizes that every building has unique needs and will adjust to these unique needs. The owner needs to contact the board through homeowner services to discuss their ideas.

13. The board reserves the right to rescind or revise permission if new information shows that the planting of the flowers is not in the common interest of owners or will lead to safety problems.

14. There will be no planting of trees or bushes in any owner garden. The current trees and bushes are grandfathered in. However, the owner may be asked to remove them if they are a safety hazard, unkempt and for reasons that may arise. If an owner is asked to remove a bush or tree, they cannot plant it somewhere else in the condo premises without permission.

15. No contractor hired by the Association or the Association, working in common element, will be held liable if damage is done to plants, landscaping or ornamental decorations.

16. There is no planting of sod without board permission.

17. If the owner(s) hire a landscape company or a person to do their landscaping, they are responsible for what the landscaping company/person does. The landscape company/person must follow the condo rules. It may be wise to give them a copy of the rules.

18. Garden hoses need to be kept in a safe manner. Please keep them near the faucet, away from the grassy areas that are mowed. When in use, please keep the hose close to the unit to avoid tripping hazards. They must not be

in the way of people walking or the landscape company's staff when they are working.

19. Lawn decorations must be placed a safe distance away from landscaping activities and mowing of lawns.

20. No bird feeders are allowed. Bird baths are allowed. No food for birds is allowed on the ground.

21. Please keep all permission letters to give to new owners.

All common element planting is done by our contracted landscape company. Permission has been granted for 2 areas that are maintained by homeowners.

R. OUTSIDE GRILLS, BARBEQUES, FIRE PITS, OUTSIDE HEATING UNITS

1. There is a maximum of 2 grills per unit. Grills are defined as anything you use a heat source to cook or smoke food in.

2. All grills need to be 15 feet away from the buildings when in use. You may use common element to grill – if it does not interfere with traffic from cars. The grill must be returned to where it is stored the same day after it cools.

3. Grills are not permitted on second floor balconies.

4. Grills need to be attended to at all times.

5. Fire pits are not allowed.

6. You may not grill under a carport or in a garage.

7. Outside heating units are not allowed within the condo area. They cannot be used in garages.

S. ESTATE, YARD AND GARAGE SALES

1. Estate, yard and garage sales are not allowed. This is due to parking issues, problems with entering and existing the Association and possible damage to common element.

2. If this rule is violated, there is no warning letter. The owner will be fined $100 as soon as the Board of Directors is notified.

T. SIGNS

1. Celebratory signs are allowed for two (2) weeks. Examples include – birthdays, graduations, weddings, retirements. Signs may be up to 25 inches in height and 20 inches in length.

2. Signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a Unit's window as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

3. No other signs are allowed within the Association.

U. ENFORCEMENT POLICY/FINE STRUCTURE

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

   a. **A WRITTEN WARNING <u>for a Unit Owner or resident's first violation</u>** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit Owners comply with the Condominium Documents.

   b. **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

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

   d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation** of the Condominium Documents, <u>when in the sole opinion of the Board of Directors</u> the violation meets one or more of the following criteria:

      i. The violation is in direct defiance of a previous mandate from the Board of Directors.

      ii. The violation was malicious in its intent.

      iii. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

      iv. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary

restitution cannot be determined. *(e.g. if alterations are made that cannot be restored to their original state.)*

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

3. **Attorney Fees**

   a. The Board may also assess a Unit Owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

   b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Unit Owner or defend any claim or allegation by a Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. In the event that 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 reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

BUYER - SELLER STATEMENT

Unit Address: _____

Unit Owner: _____

Buyer Name: _____

Unit Maintenance Fee: _____ Due Date: _____

Last Payment Date: _____ Arrears: _____

NOTE: Common area insurance, sewer, and water are included in Maintenance Fee.

Insurance Agent: _____

Phone No.: _____

Policy Period: _____

NOTE: Transfer of ownership fee (payable to Parnell Woods Condo Assoc.) is two months' assessments, and is due at time of closing.

Assessments Due: _____ Due Date: _____

NOTE: Owner must turn over to Buyer the following item, not later than 15 days prior to closing:

Disclosure packet with this page completed and a copy of the current budget statement.

NOTE: Owner must turn over to Buyer the following items, prior to or at closing:

1. Condominium documents
2. Pool key
3. Visitor parking permit
4. Maintenance fee coupon book
5. Special assessment coupons (if applicable)

Association waives the right of first refusal

Copy of financial statement and budget report attached

Prepared by:
Signature: _____ Phone No.: _____

Title: _____ Date: _____