THE GLEN AT WANAKI HOMEOWNERS' ASSOCIATION
("GAW")
RULES, REGULATIONS AND POLICY GUIDELINES
AUGUST 2024

I. DEFINITIONS (for the purpose of rules enforcement)

A. Common Elements: The area outside each lot line from the exterior envelope of the line to the center of the street and to the property boundaries, except for areas designated as Common Elements. The clubhouse, courts and pool areas, therefore, are common elements.

II. USE

A. No homeowner shall occupy or use his/her home or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's guests.

III. LEASES

A. The leasing of a home is not permitted unless approved in advance by the Association.

IV. PERSONAL PROPERTY

A. All personal property, bicycles, storage containers, tools, etc. must always be stored in the garage. Garden hoses, when not in use, must be kept in the backyard or inside the garage or in a Board approved neutral-colored, covered box designed specifically for hose storage. Cooking grills, table and chairs, and table umbrella are approved for use and storage on the patio. Covers for winter must be specifically designed for that item and properly secured for winter weather conditions.

B. All other strictly prohibited items include, but are not limited to, artificial flowers, laundry poles or clotheslines.

C. The American flag may be flown or displayed anytime by a homeowner, following accepted flag protocol and using a flagpole holder that may be attached to a post or on a pole, the vertical corner trim of the home, but not extending above the roof line. The Wisconsin State flag may be displayed in place of the American flag. POW MIA flags, or university, college and professional sports team flags may be flown or displayed in good taste, as well.

V. DECORATIVE AND OTHER ITEMS

A. Decorative and Other Items which **ARE PERMITTED**

1. Live floral baskets. Floral baskets and empty shepherd hooks shall be removed at the end of the growing season (October 15). Fall blooming plants and shepherd hooks shall be removed by November 30. Natural color cedar Deck flower boxes are also approved.

2. Solar low voltage ground or landscaping lights with white bulbs, provided, however, approval for installing such lights must be given by the Board of Directors of the Association of Directors prior to installation. Only accepted styles and a specific number of lights are permitted. Those guidelines may be obtained from the Property Management Company.

3. Hoses may be stored outside from May 1 to November 1 in an approved covered box type container in a taupe or tan color. After November 1, the container and hose shall be removed and stored inside the garage.

4. Up to two statues or flower bed ornaments are allowed inside deck or patio areas or on decks, or in the immediate area of the entry door (if you do not have a patio) but they must:

   a. Not exceed 24 inches in height and

   b. Be of a natural color like our building colors and material such as sand, stone, twigs, or vines. Painted statues are prohibited.

B. Holiday Decorations

1. Seasonal lights and decorations may be placed in and/or on building exteriors.

2. December holiday decorations may be displayed no earlier than four (4) weeks before and two (2) weeks after the holiday. Other national holidays such as Easter, Memorial Day, July 4th, Labor Day, Halloween, and Thanksgiving may be recognized no earlier than two weeks before and one week afterward.

VI. FLOWERS/LANDSCAPE PLANTS

A. Flowers

1. Annuals and perennials less than three (3) feet high may be planted in the following locations:
   a. The mulched section around each home immediately adjacent to the sidewalk among the existing bushes provided these existing bushes are not disturbed. Flowers planted in this area that may be damaged by the landscape maintenance crew are the sole responsibility of the homeowner and not the Association.

   b. No flowers may be planted around the base (mulch ring) of any trees.

   c. Maintenance of the flowers added by the homeowner is the responsibility of that respective homeowner.

   d. Annuals which are not maintained during the growing season may be removed by the groundskeepers.

B. Landscape Plants

1. Any planting of shrubs or trees outside a home must be approved in advance by the Board. Variance request forms are available from the Property Management Company.

2. Any new landscape shrubs or plants must be a species already in use in the community and which, at maturity, will not exceed three (3) feet. Trees may be taller than three feet.

3. New planting by homeowners (except annuals) will come under the care of the Association, which will provide future mulching, pruning and fertilization. However, should any one of the plants die, the homeowner is responsible for replacement.

VII. EXTERIOR ALTERATIONS

A. No alteration, additions, walks, patios, decks, etc. may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted, or removed without prior written approval of the Board, per the Covenants and Restrictions of the GAW.

B. Storm doors may be added at the homeowner's expense using an approved design and color. Information about approved storm doors may be obtained from the Property Management Company.

C. Any replacement items must be consistent with the type and design of the item installed initially. (i.e.- Homeowner may not use yellow-colored light bulbs.)

VIII. SIGNS

A. No signs may be hung or displayed in a home's window or yard area except professionally prepared "For Sale" signs or security system decals.

B. "For Sale" signs shall not be larger than 24" x 24" and must be professionally prepared.

C. Professionally prepared political signs may be displayed in a home's window or yard area one month prior to an election and removed three days after said election. Such signs may be no larger than 24" x 24" and must be one that supports or opposes a candidate for public office or a referendum question. (Per WI statute 703.105(1m). This rule applies ONLY to candidates and specific referenda on the ballot. No other signs of a political nature may be displayed.

D. No more than one sign may be displayed at a home.

IX. NOXIOUS ACTIVITY

A. No noxious or offensive activity shall be carried on in any home or in the common elements; nor shall anything be done therein which may be or become an annoyance or nuisance to others.

B. Nothing shall be done or kept in any home or in the common elements that will increase the rate of insurance on the homes or the Common Elements, without the prior consent of the Association. No homeowner shall permit anything to be done or kept in his/her home or in the common elements which will result in the cancellation of insurance on any home or any part of the common elements, or which would be in violation of any law or ordinance.

C. No waste shall be disposed of or discarded in the common elements, including cigarette, cigar refuse and chewing tobacco.

X. ANIMALS

A. No exotic animals, or animals such as livestock or poultry of any kind shall be raised, bred or kept in any home or in any of the common elements. Birds and fish, and not more than a combined total of two dogs and/or cats, may be kept as household pets by homeowners provided, they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

B. All pets should be registered with the Association/Property Management Company. A "Pet Registration" form can be obtained by the Property Management Company.

C. Pets shall be licensed by the municipality if required, and owners shall possess proof that pets have

been inoculated properly. If it becomes necessary, the Board of Directors of the Association has the authority to request proof of a pet's inoculations and license.

D. Animals shall be always supervised by a responsible individual. Such individuals are responsible for the immediate cleanup of all pet waste in common element areas.

E. If pet droppings or burn residue from urine are found to abound around a particular home, the Board shall assume that the damage was done by that homeowner's pet. The Board of Directors of the Association will have that area cleaned and re-landscaped as necessary. The homeowner will be responsible for the payment of all costs to repair the landscaping.

G. Homeowners whose pet(s) create a nuisance by disturbing the peace in the community, e.g. barking and other noxious noises, will be initially warned of the problem. If violations occur after the initial warning, the homeowner may be required to remove the animal from the community permanently.

H. Breeds of a dangerous or unpredictable nature, such as dogs of various breeds which are commonly characterized as attack dogs shall not be kept anywhere in the neighborhood. Dogs affected by this section include all dogs which are one-half or more American Staffordshire Terrier, Staffordshire Terrier, American Pit Bull Terrier, Pit Bull Terrier, Miniature Pit Bull Terrier, Rottweiler or Chow.

J. It is suggested that ID tags with the owner's name/address should be always displayed on pets.

XI. PARKING/VEHICLES

A. No boats, trailers, motor homes, trucks larger than a 3/4-ton pickup, ladder trucks, travel trailers, snowmobiles, jet skis, motorcycles, and ATVs or any vehicle with commercial advertising may be parked on any street or parking space overnight.

B. Other vehicles used for recreation (RVs and van conversions) which cannot be parked inside a garage, are permitted to be parked in driveways (in front of garage) for up to forty-eight (48) hours to allow for loading and unloading. Such vehicles must not block normal access of other homeowners. Commercial moving vans, when conducting contract business, as well as other commercial trucks when in the area to perform service or repair work, are an authorized exception.

C. All parking whether by homeowner or guest(s) must be:
1. Within the garage, or
2. in the driveways in front of the garage door, or
3. along the street.

D. Parking at the Clubhouse is reserved only for those using the clubhouse.

E. No vehicles shall be parked in any manner, which blocks any street or driveway, other than the owner/resident or guest parking within their own ingress/egress to their own garage to always allow for snow removal and emergency vehicle street accessibility.

F. Vehicles which cannot be identified as belonging to an owner, parked in any common element for more than 48 consecutive hours are subject to being towed off the premises at the vehicle owner's expense.

G. Reckless operation, speeding, and parking or driving off paved roadways or drives are prohibited. The maximum speed limit in ALL areas of the community is **25 MPH.**

H. No vehicle repairs are permitted in the common elements except for short-term emergency work (flat tire, battery charge, etc.)

I. Inoperable vehicles (i.e., those with flat tires, expired license tags, etc), which cannot be identified as belonging to a homeowner/resident, and vehicles parked in any common area for more than 48 consecutive hours will be towed off the premises at the owner's expense.

J. For security reasons and aesthetics, overhead garage doors shall be always closed when the garage is not in active use.

XII. TRASH COLLECTION

A. Trash containers must be supplied by the homeowner and cannot be set out before 8:00 p.m. (Summer) or before dusk (Winter) the night before pickup. Trash containers should be set out before 7:00 a.m. on the morning of scheduled trash pickup to guarantee service.

B. Only trash containers with secure lids are permitted. All trash receptacles and lids must be marked with the homeowner's address.

C. Securely fastened plastic bags not in containers are permitted only if put out after 5:00 a.m. on collection day to prevent possible scattering of trash.

D. Recycling is permitted and encouraged using the municipality approved containers. These can be obtained from the municipality.

E. Trash containers must be picked up and put away by 9:00 pm. the day of collection. Arrangements must be made for the removal and storage of trash containers if one is away on the day of collection.

F. Trash containers, when not set out for collection, must be kept inside the garage. Homeowners are responsible for cleaning up any trash spillage from their containers.

G. No hazardous materials (paint, flammable materials, acids, etc.) may be placed in trash containers for collection. Homeowners are responsible for the disposal of ALL such items at designated and appropriate sites.

H. Homeowners using the municipal Christmas tree disposal/recycling service should confirm pickup dates with the Village and put out trees ONLY when pickups are scheduled for this area. If one misses the date, the homeowner is responsible for the proper disposal of said tree. If the Association must arrange for pickup and disposal, the homeowner will be charged accordingly.

XIII. FEES

A. The fees levied by the Association are used exclusively to promote the health, safety, and welfare of all the homeowners of The Glen at Wanaki and for the improvement and maintenance of the common elements and for the good of the community.

B. Homeowners' dues are an annual assessment payable in monthly installments. If a homeowner defaults on a monthly payment, the Association may file a lien on the home, accelerating the fees through the calendar year. In the event that the account is not brought current in a timely manner, the Association may also pursue foreclosure.

C. Association fees are due on the first day of each month. Fees received on or after the 10th day of the month must include a $30 late charge. Once the payment is 30 days past due, there will be an additional $60 late charge. Electronic withdrawal can be arranged through the Property Management Company. The Association exercises the full power of the law to collect past due fees to protect the assets of the Association.

D. Collection process: After an Association member's account is

(1) **10 days Past Due**, the Property Management Company sends the homeowner a late notice of the overdue payment.
(2) **30 days Past Due**, the Property Management Company sends a demand letter to the owner; the Association attorney sends intent to file lien letter by certified mail stating that all expenses incurred in the collection process including legal fees are the responsibility of the homeowner and notification is sent to a credit bureau. (See Covenants for terms & details.)
(3) **60 days Past Due**, the Association files a lien against the owner's property to secure the assets of the Association in the case that the property title would be transferred, and notification is sent to the credit bureau.
(4) **90 days Past Due**, the Association initiates foreclosure proceedings against the homeowner through the Association's Attorney. Once the foreclosure and the Waukesha Co. Court has awarded the Association a judgment, the property will be sold at a Sheriff's Sale.

E. In the event that a homeowner becomes delinquent, any legal costs associated with the collection of these fees are assessed to the homeowner in accordance with the Association Declaration.

F. Only owners in good standing, with fees current, are permitted to serve on committees, to vote for the election of Directors, and to vote on Association issues in special elections.

XIV. Solicitation and Garage Sales

A. Solicitation by commercial enterprises is not authorized within the community.
B. Garage sales and tag sales are prohibited unless approved by The Glen at Wanaki Homeowners' Association as a planned community activity.

XV. The Glen at Wanaki Homeowner Association Pool Rules

A. The pool is for exclusive use of the homeowners/residents and a limited number of guests assuming normal pool rules. Regular pool hours are 8 a.m. to 8 p.m. These hours will be enforced. Anyone in the pool area after hours is considered to be trespassing and law enforcement officers may be called. Any person who cannot be identified as an owner/resident or is not accompanied by an owner/resident will be asked to leave.
B. All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard on duty. Owners leaving the pool for the day are asked to lock the gates upon departure.
C. An adult owner/resident 18 or older must accompany all persons under 18. Proof of age may be requested.
D. Guests are limited to four (4) per household and must be accompanied by an owner/resident at all times.
E. Proof of residency must be available at all times.
F. The following are strictly PROHIBITED in the pool area:
    1) Glass or other breakable items
    2) Animals or pets
    3) Running, diving or other disruptive behavior
    4) Rafts and large flotation devices (except large flamingos at luaus…)
        a. Note that life safety devices for children are approved.
    5) Private pool parties
    6) Motorized toys and boats
    7) Excessive noise, splashing or radios without headphones. Smoking, drinking or eating while in the water.
    8) Electrical devices (non-battery powered)
G. Any special circumstance that prevents an owner/resident from accompanying guests needs to be brought to the attention of the Board of Directors or the Property Management Company.
H. Swimming is permitted only in garments sold as swimwear. Infants must also wear swimsuits and specially designed swim diapers.
I. No gum and tobacco items are permitted within the fenced area of the pool.
J. Lounge chairs or tables may not be reserved and must be repositioned after use by the homeowner/resident.
K. Wet swimwear is not permitted in the clubhouse except in the restrooms.
L. Owners/residents and their guests are required to clean up their trash. If food and beverage containers and cigarette butts become a continual problem, the Board of Directors will have the right to prohibit these items.

XVI. Clubhouse Rules & Regulations

A. The Glen at Wanaki Homeowners Association takes pride in presenting our homeowners with a beautiful clubhouse in which to relax with neighbors, friends, and guests. These rules have been established to assure each resident the enjoyment of the clubhouse without infringement upon the privileges of other owners/residents. **An adult homeowner/resident, 18 years of age or older, must:**

1. Accompany all persons under the age of 18. Proof of age may be requested. All homeowners are responsible for their guests at all times.
2. When reserving and renting the clubhouse the homeowner must assume full responsibility for any damage to the clubhouse or to articles in the clubhouse and for theft of any property.
3. Personally supervise their guests in the clubhouse, pool and exercise facilities.
4. Ensure that guests observe parking rules.
5. Assure that guests depart in such a manner that will not disturb other homeowners/residents.
6. Leave the clubhouse and surrounding yard and pool deck clean.

B. The following are prohibited from the Clubhouse

1. Amplified music, loud noise, profanity, or other offensive behavior.
2. Smoking inside the clubhouse at any time.
3. Pets or animals of any kind.
4. Meetings by any outside organizations or businesses not attended by a homeowner.
5. Attaching decorations to walls, woodwork, cabinetry or furniture in any way that would not be considered temporary, or would harm the clubhouse surface material in any way.
6. Men are asked to wear shirts while in the Clubhouse.
7. No overnight accommodations shall be allowed in the clubhouse.

C. **Clubhouse Reservations**

1. The clubhouse Great Room can be rented by any homeowner with said homeowner accepting full responsibility for returning it to presentable condition. The reservation does not include exclusive use of the pool or exercise room.
2. A homeowner who wishes to use the clubhouse Great Room for a private party or meeting should contact the Property Management Company to reserve the date. Reservations are made on a first-come-first-serve basis and must be made in writing by the homeowner only. Confirmation of the reservation will not be made until the fees, deposit checks, and waivers have been received.
3. Groups consisting exclusively of homeowners at The Glen at Wanaki such as Association committees or Board may reserve and use the clubhouse without charge. All other rules apply except these groups may reserve the clubhouse more than 90 days in advance.

D. Fees

1. A rental fee of $25.00 is required from the homeowner for a five-hour segment at the time of the reservation. Suggested time slots are: 11:00 a.m. – 4:00 p.m. OR 5:00 pm. – 10:00 p.m. Rental for each additional hour beyond the five hour segment would be $10 more. Rental for both segments would be $50. A separate check for a $500 damage deposit is required. An inspection by a resident who agreed to see that the clubhouse is restored to the condition it was in before the rental must occur on the day of or day after rental. If the clubhouse is clean according to the posted checklist and undamaged, the entire $500 deposit will be returned within three days after the event. Any further costs will be billed to the owner sponsoring the event.
2. No homeowner will be allowed to reserve the clubhouse more than 90 days in advance. Nor may the clubhouse be reserved on any holiday for two consecutive years by the same homeowner. Exception: If the clubhouse has not been reserved by 45 days prior to the holiday in question, the same person may again reserve the room. The holidays affected by this rule are Halloween, Thanksgiving, Christmas Eve, Christmas Day, Easter, July 4, New Year's Eve, and New Year's Day.

OTHER: To avoid damage to tabletops, all glasses, bottles, etc. should be removed immediately after the function. The individual(s) using the clubhouse must remove all personal belongings, equipment, and refuse resulting from their use and have the room cleaned at the end of the event.

The Association shall not be responsible for any belongings, personal or otherwise, which are lost, stolen or reported missing by any guest or homeowner.

XVII. FITNESS CENTER RULES AND REGULATIONS -INDIVIDUALS USING THE FITNESS CENTER DO SO AT THEIR OWN RISK

THE GLEN AT WANAKI HOMEOWNERS' ASSOCIATION (GAW), the employees, agents, officers, Property Management Company or directors representing GAW are not responsible for loss, damage or destruction by fire, theft or otherwise of any personal property brought into the Fitness Center or for any bodily injury or death occurring in the Fitness Center.

The following Rules and Regulations have been adopted by the GAW Board of Directors and shall govern the use of the Fitness Center by all eligible users of the Clubhouse Fitness Center. Each Eligible User shall read the Rules and Regulations governing the Fitness Center and shall comply with said rules. The Board of Directors shall have the right, but not the obligation, to suspend immediately the privileges of any Eligible User who does not follow these Rules and Regulations.

A. Eligible Users:

1. Only homeowners/residents of The Glen at Wanaki or their guests are eligible to use the Fitness Center (Eligible Users).
2. Children under the age of 16 are not permitted in the Fitness Center.
3. Use of the Fitness Center is not transferable by an Eligible User or guests of Eligible Users to any third party.
4. Eligible Users under the influence of drugs or alcohol are not permitted to enter or remain in the Fitness Center.
5. Personal trainers or instructors other than those approved in advance and in writing by GAW are not permitted in the Fitness Center.

B. Capacity: No more than eight (8) persons may use the Fitness Center at any one time.

C. Hours: The Fitness Center is available to eligible users at all times.

D. Attire: All Eligible Users shall wear appropriate (e.g. t-shirts, sweatshirts, leotards, shirts and sneakers) gym attire (including appropriate footwear) when using the Fitness Center equipment and facilities. Bathing suits, sandals, thongs, robes, slippers, etc are not appropriate attire for the Fitness Center.

E. Care:

1. Each Eligible User must thoroughly clean the equipment after use.
2. Each Eligible user of the Fitness Center shall clean up after using any portion of the Fitness Center and leave the facilities in substantially the same place and condition they were in prior to use; nor shall user leave any debris of any type or nature in the Fitness Center upon departure.
3. An Eligible User shall use equipment only for reasonable time periods and shall not use any piece of equipment for longer than 30 minutes when other Eligible Users are waiting to use such equipment.
4. Eligible Users may not mark, damage or vandalize any property belonging to or located in the Fitness Center and shall not remove any property from the Fitness Center.

F. Safety and General Consideration for the Fitness Center:

1. No eligible user shall participate in inappropriate offensive behavior.
2. Smoking, food, gum, chewing tobacco and pets are not allowed in the Fitness Center.
3. Music may be played only with devices with individual headsets.
4. All applicable and pertinent state and federal regulations are considered part of these Rules and Regulations.

Penalties for Non-Compliance: Any property damage or loss shall be charged to the eligible user responsible for the damage.

XVIII. Amendments - The Rules & Regulations Committee will review changes to the Rules and Regulations submitted by the Board of Directors of the Homeowners' Association and other committees in March/April of each year for consideration by the Rules Committee for submission to the Board of Directors of the Association. Although emergencies can arise, changes should be made sparingly to promote stability and understanding, and therefore, compliance.

RULES & REGULATIONS NON-COMPLIANCE PROCEDURES

Rules and Regulations Violation Notices and Corrections

1. The Property Management Company must confirm and validate the reported violation.
2. Once validated the first violation letter will be sent to the homeowner who is in violation.
3. Ten days later, a re-inspection shall be performed by the Property Management Company for compliance.
4. If the violation has been corrected and no damage was caused, the case shall be considered closed and all documentation shall be placed in the appropriate file.
5. If the violation has been corrected and damage is in need of repair, the Property Management Company will arrange for restoration and any costs associated with the repair will be assessed to the homeowner's account.
6. If the violation has not been corrected and brought into compliance, a second letter will be sent to the homeowner who is in violation.
7. Ten days later, another re-inspection shall be performed by the Property Management Company to check for compliance.
8. If the violation has been corrected and no damage was caused, the case shall be considered closed and all documentation shall be placed in the appropriate file.
9. If the violation has been corrected and damage is in need of repair, the Property Management Company will arrange for restoration and any costs associated with this repair will be assessed to the homeowner's account.
10. If the violation has not been corrected and brought into compliance, a third letter will be sent to the homeowner who is in violation. At this time the homeowner's account will be charged a $50.00 assessment.
11. An additional charge of $5.00 will be assessed to the homeowner's account for <u>each subsequent day the violation is not corrected.</u>
12. At the end of a thirty day period from the date of the initial violation notice, the Association has the right to arrange for the correction to be performed. Any costs associated with this correction will be assessed to the homeowner's account.
13. The homeowner has the right to appeal this charge and /or assessment by filing a "HOMEOWNER REQUEST FOR A HEARING" form with the Property Management Company.
14. A hearing will be scheduled by the Property Management Company to be included on the agenda of the next scheduled Association Board of Directors meeting.
15. Pending disposition of the Board of Directors, all assessments will continue as scheduled.
16. If the same violation occurs with this homeowner, a $50 fine will immediately be assessed with an addition $5.00 assessed for each subsequent day.
17. The Association has the right to pursue any means at its disposal to collect this assessment up to and including filing a lien against the homeowner's property.

The Glen at Wanaki Homeowners' Association
Clubhouse Reservation and Waiver of Liability Form

_____

Date Requested

_____

Homeowner Name(s)

_____

Address

_____

Contact Phone No.

_____ _____ _____

Reservation Date Set up time Approximate End time

_____ Decorations? Yes / No Pool Table Covered? Yes / No

Function/Event Description: _____

The clubhouse is for the enjoyment of all The Glen at Wanaki residents and common courtesy must prevail. The resident using the clubhouse and its facilities will be responsible to leaving it neat and clean, including the removal of your trash. The above named resident also will be liable for any damages to the clubhouse and all its contents.

No later than the day after your gathering, an inspection of the clubhouse will be done by a duly assigned representative from the Association and/or Property Manager. The homeowner will be charged directly for any poor or insufficient cleanup and/or damage during the above reserved time.

A rental fee of $25 is required from the homeowner prior to confirmation of the room reservation. A refundable $500 damage deposit check is also required at the time of reservation.

The Glen at Wanaki Homeowners' Association, Board of Directors and Management Company assume no responsibility for any accident or injury in connection with the use of the clubhouse.

A copy of the rules has been provided and is completely understood.

_____ _____

Owner's Signature Date

_____ -- Rental Check No.