Mill Creek Villas Condominium Association Incorporated
Rules and Regulations

Contents

Introduction 2
Definitions 2
Rules and Regulations: 3
A. Use of Unit 3
B. Use of Common and Limited Common Areas 3
1. Patios and Balconies 3
2. Exterior Surfaces 4
3. Landscaping 4
C. Nuisances 4
D. Immoral, Improper, Offensive or Unlawful Use 4
E. Vehicle Parking 4
F. Animals, Livestock, Reptiles, and/or Fowl 5
G. Occupancy 6
H. Window Coverings 6
I. Signs 7
J. Motor Vehicles Allowed 7
K. Vehicle Maintenance and/or Repair 7
L. Trash, Garbage and Other Waste 8
M. Grills and Outdoor Cooking Equipment 8
N. Heating Units 8
O. Skateboards Roller Blades, and Roller Skates 8
P. Bicycles, scooters, golf carts, segways, ATVs, and snowmobiles 8
Q. Quiet Hours 8
R. Satellite Dish and Antenna Use/Installation 8
S. Leasing and Renting of Units 13
U. Conducting Meetings 20

Mill Creek Villas Condominium Association Incorporated
Rules and Regulations

Introduction:

These Rules and Regulations are established pursuant to Article V, Section 15 of the Bylaws of the Mill Creek Villas Condominium Association, Inc. The purpose of the Rules and Regulations is to provide for the common benefit and enjoyment of the condominium, common elements, and limited common elements. These Rules and Regulations may be changed or clarified in the future, pursuant to Article V. These Rules and Regulations shall be observed and are enforceable as if fully set forth in the Bylaws of the Mill Creek Villas Condominium Association, Inc. (the "Association"). The Board of Directors of the Association (the "Board") shall have the authority to grant variances from any of the provisions of the Rules and Regulations Where literal enforcement of the Rules and Regulations constitutes an undue hardship on a unit owner and/or where the Board determines that a variance will not unduly and adversely affect any other unit owner or owners.

This document is a comprehensive list of the Mill Creek Villas Association rules and regulations adopted by the Board on October 10, 2023, effective on January 1. 2024, and shall replace all prior versions of the Mill Creek Villas Association Rules and Regulations.

Definitions:

Unit: Each unit shall include the inner surfaces of the finished walls, ceilings, floors and all windows, moldings, window frames and doors (including all glass in doors and garage doors) in appurtenant to the unit and its respective garage. (As defined in the Declaration of Condominium Section 4.C.)

Common Elements: The common element and facilities consist of all the condominiums other than the units themselves. (As defined in the Declaration of Condominium Section 5.A.)

Limited Common Elements: All patios, balconies, and the parking area adjacent to each garage door shall be part of the common area and not a part of any individual unit; however, as limited common elements each unit owner shall be entitled to the exclusive use and possession of that patio, balcony and outdoor parking area, direct access to which is provided from the garage of the unit. A Unit Owner shall not paint or otherwise decorate or adorn or change the appearance of any such limited common element, patio, or balcony, in any manner contrary to the rules and regulations as may be established by the Association. (As defined in the Declaration of Condominium Section 5.B.)

Nuisances: No nuisances shall be allowed on the Property, nor shall any use or practice be allowed which interferes with the private use and enjoyment of homeowner units, limited common and common areas. (As defined in the Mill Creek Condominium Bylaws, Article V, Section 12.C.)

Fire Lane: The fire lanes consist of the driveways located on either side of the medians located between buildings 1-4, buildings 5-8, buildings 9-12, and the 8-shaped driveway located in front of each of the four duplex units.

Rules and Regulations:

A. Use of Unit: The units shall be used for residential purposes only. Unit garages shall be used primarily for the storage of the Unit Owner's motor vehicles and other stored items as space allows after the parking of the Unit Owner's motor vehicles. Any exception requires the advance written permission of the Association Board.

B. Use of Common and Limited Common Areas: The common and limited common elements shall be used only for the purposes for which they are reasonably suited, and which are incidental to the use and occupancy of units. This may include the construction and maintenance of a workshop/ storage building by the Association (per the Bylaws of the Association). A Unit Owner shall not place any furniture, packages, or objects in the common elements unless permitted by the Board. A Unit Owner shall place only those items on their unit's deck, patio, balcony, or parking area located outside the unit's garage as approved by these rules and regulations adopted by the Board.

1. Patios and Balconies:

   i. Furniture, potted plants, hanging plants, door wreaths, flags, and other decorations that do not detract from the visual attractiveness of the complex may be placed on the Unit's patio/balcony. Hanging plants must be light in weight and must only be hung from beams. Damage created by hanging plants or other decorations shall be the responsibility of the Unit Owner. Unit Owners are also responsible for the overall condition of plants and other decorations, and the Association has the right to remove empty planters, planters with dead plants and other decoration that are in poor condition with three (3) days' notice to the Unit Owner. The Board shall have the right to determine if any decorations of individual units detract from the visual attractiveness of the complex.

   ii. Patios and balconies shall not be used for the storage of trash cans toys, bicycles, spare tires, boxes, firewood, etc. Patio furniture must be restricted to the patio and shall not be placed on the grass.

2. Exterior Surfaces: Unit Owners shall not cause or permit anything to be place on outside walls and windows of the building, and no sign, awning, canopy, shutter, air conditioning or heating unit, radio, or satellite dish shall be affixed to or placed in, though, or upon the exterior walls, doors, windows, or roof or any part thereof, without the prior written consent of the Board.

3. Landscaping: All landscaping plans, other than the Board's landscape plans, must be approved in writing by the Board prior to making any changes to the landscaped common areas

C. Nuisances: No nuisances shall be allowed on the Property, nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Property by its residents. When a neighbor acts in an offensive or unreasonable manner as defined by these Rules and Regulations, (i.e., loud music, barking dogs, fireworks) the most expedient course of action is to ask the neighbor to stop unless the complaining Unit Owner is concerned for their own safety in doing so. If the neighbor is disturbing the peace, please call the police. If an animal is causing a problem and the complaining Unit Owner cannot or is unwilling to contact the Unit Owner directly, please call the police or animal control. The Association management company and the Board are always willing to help Unit Owners work out solutions; however, the Association management company and the Board are not a police or other law enforcement agency.

D. Immoral, Improper, Offensive or Unlawful Use: No immoral, improper, offensive, or unlawful use shall be made of the Property, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be complied with.

E. Vehicle Parking:

1. Unit Owners shall park their motor vehicles primarily within their unit's garage and may also use the limited common area in front of their unit's garage for the parking of additional motor vehicles belonging to the Unit Owner or their guests.

2. Unit Owners may apply to the Board for permission to park extra vehicles in the Common Area Visitor Parking areas. Unit Owner must apply to the Board in writing in accordance with the Parking Procedures to prevent motor vehicles from being towed away in error at Unit Owner's expense.

3. Unit Owners are encouraged to register their motor vehicles with the Association's management company within the Owner Profile section of the Association's online portal to prevent accidental towing.

4. Parking Spaces in the Common Areas and Limited Common Areas must be cleared of vehicles for snow removal. Unit Owners and/or their guests who fail to comply will be responsible for clearing the obstructed areas of snow and/or ice, or the Unit Owner will be charged for the cost to the Association to have the snow professionally removed after the area has been cleared of vehicles.
5. No parking is permitted in the fire lanes. Any vehicle parked in a fire lane is subject to immediate towing at the vehicle owner's risk and expense.
6. Only vehicles displaying Disabled Parking Permits may park in spaces designated for disabled parking.
7. No motor vehicle shall be parked in such a manner or area that obstructs the safe free flow of vehicular traffic or obstructs the movement of other vehicles into and out of common and limited common areas.
8. No junk or derelict vehicle shall be parked on the Property at any time. Any vehicle that cannot be operated on a public road in its existing condition shall be deemed a junk or derelict vehicle, regardless of the display of valid state license/registration or inspection sticker, and subject to immediate towing at the vehicle owner's risk and expense.
9. Unit Owners who are responsible, or whose tenants or guests are responsible, violating these parking rules and regulations shall be liable for any damages to the Association caused directly or indirectly by the violation to include the cost of enforcement which shall include legal costs.

F. Animals, Livestock, Reptiles, and/or Fowl:

1. No animals, livestock, reptiles, or fowl of any kind shall be raised, bred, or kept in any unit or in the common areas and facilities, except that up to three domesticated household pets (i.e., two dogs whose combined weight when full grown does not exceed 40 pounds and one cat; or one dog whose weight when full grown does not exceed 40 pounds and two cats), may be kept in units, subject to the rules and regulations adopted by the Board per the Bylaws of the Association, provided that they are not kept, bred, or maintained for any commercial purposes.
2. Any pet causing or creating a nuisance, unreasonable disturbance or endangering other Unit Owners, their guests or their pets shall be permanently removed from the property subject to the investigation of and written notification from the Board. Unit Owners receiving written notification from the Board to remove the offending animal shall have 30 days from date of notification to remove the animal. The Board has no control over animal removal directives made by Animal Control Officers.

3. The size limitations that apply to domesticated household pets shall not apply to service animals that are trained and utilized for the express purpose of assisting persons with disabilities.
4. Homeowners and their guests must immediately pick up their pets' feces anywhere in the common areas and limited common areas and dispose of the feces in their own trash receptacles.
5. All household pets and service animals must be controlled by their owner when in the common areas and limited common areas and must be on a leash or in a carrier when in the common areas.
6. Animals shall not be left unattended or confined in patio areas when the Unit Owner is not home. A Unit Owner shall be liable for barking or other noise that disturbs other Unit Owners, renters and/or their guests. A Unit Owner shall also be liable for any damage to persons or property caused by animals brought or kept on the property by the Unit Owner, their family members, guests, or tenants. Any animal that is left unattended, whether restrained or not, in the Common Areas and Limited Common Areas on a regular basis may be found by the Board to be a nuisance subject to removal.
7. All pets shall be registered and inoculated as required by law.
8. Second floor units may not have aquariums that exceed 30 gallons.

G. Occupancy: Occupancy of any unit in the condominium shall be limited to a maximum of two persons per bedroom per unit plus an additional two persons per unit. Occupancy is defined to mean residing in the unit for overnight for sleeping purposes and shall not be deemed to restrict or limit social entertaining.

H. Window Coverings:

1. No interior draperies, curtains or screening shall be used or displayed to exterior view having other than a neutral color.
2. Interior window coverings must be installed within 30 calendar days of occupancy. Curtains, drapes, blinds, or shades are the only allowable window coverings. Sheets, blankets, wood, or paper are not permitted as window coverings.
3. Unit Owners are responsible for maintaining the window coverings in good condition. Reflective foil window coverings, and cracked, wrinkled, or poorly installed window films are not permitted.
4. Nothing may be hung outside the windows, walls, or roofs, such as awning, canopies, and shutters without written permission from the Board.

5. Interior window areas may not be cluttered with personal items that are visible from the exterior, thereby creating an unsightly appearance. 'Unsightly' shall be at the discretion of the Board.
6. Any plastic used to cover windows and patio/balcony doors for energy conservation shall be affixed inside the unit, not the exterior, and must be invisible from the exterior.

I. Signs: No signs, posters, or displays, including but not limited to signs advertising sale or rental of units, shall be allowed in the common elements, limited common elements, or units, except as specifically authorized by the Bylaws. No for sale signs may be hung on the outside of windows. One "For Sale" sign may be hung inside a unit's window. One "Open House" sign is allowed at the entrance of the property during a bona fide open house, but just be removed immediately after the open house has concluded. A sign that supports or opposes a candidate for public office or a referendum question, and/or the respectfully displayed flag of the United States flag is permitted as per State Law. United States flags shall not be of a size or displayed in a manner that obstructs the windows, doors, or garage doors of neighboring units.

J. Motor Vehicles Allowed: No motor vehicles shall be used, stored, or maintained on the Property subject to the Bylaws and these Rules and Regulations, except motorcycles, pickup trucks, passenger vans and standard automobiles including sedans, coupes, station wagons, convertibles, sports cars, economy cars and antique automobiles, without the prior written consent of the Board. This restriction shall not be construed to prohibit deliveries of products, the movement of personal effects or service vehicles from having access to all units during reasonable hours or in case of emergency. Power-driven vehicles prohibited from being used, or maintained, in common areas and limited common areas, including but may not be limited to trucks (except pickup trucks), recreational vehicles, motor homes, campers, all-terrain vehicles, snowmobiles.

K. Vehicle Maintenance and/or Repair: In the event any Unit Owner, occupant, guest, invitee, family member, or licensee shall dismantle or otherwise make inoperative any motorized vehicle on the common elements, except for temporary and emergency repairs, and refuse to remove same within twelve (12) hours after receipt of written notice to immediately repair or remove said motorized vehicle, the Board shall have the right to enter on the common elements and remove therefrom said inoperative motorized vehicle. The costs of removal and storage of said vehicle shall be assessed against the Unit Owner and shall become collectable as herein provided for any assessment.

L. Trash, Garbage and Other Waste: Trash, garbage, and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy, and sanitary manner, and as may be prescribed from time to time by the Bylaws of the Association. Refuse containers shall be kept inside of the garage portion of the unit or the unit until the day before pickup, but not earlier than 5 p.m. the day before it is to be picked up by the refuse hauler at which time same shall be placed outside in the duly designated area. The containers, once emptied, shall be returned to the inside area within twenty-four (24) hours after the refuse has been picked up.

M. Grills and Outdoor Cooking Equipment: In accordance with Wisconsin State and Kenosha County Fire Codes, grills and cooking equipment must be pulled 10 feet away from any building when in use. Grills and outdoor cooking equipment may not be stored on a unit's balcony, or patio. Grills and outdoor cooking equipment must be stored in the Unit's garage when not in use.

N. Heating Units: Each unit must be maintained at of a minimum temperature of 50 degrees Fahrenheit. Unit Owners failing to maintain the minimum temperature will be held responsible for all damaged resulting from frozen pipes.

O. Skateboards Roller Blades, and Roller Skates: The use of skateboards, roller blades and roller skates is not permitted on the common area and limited common areas of the Property.

P. Bicycles, scooters, golf carts, segways, ATVs, and snowmobiles: Bicycles, scooters, golf carts, segways, ATVs, and snowmobiles may only be used on paved areas. The users and/or their guardians accept all risks associated with the use of the aforementioned devices.

Q. Quiet Hours: Quiet hours are from 10:30 p.m. until 8:00 a.m.

R. Satellite Dish and Antenna Use/Installation:

1. DEFINITIONS:

i. **Antenna:** any device that is used for the receipt of video programming services, including direct broadcast satellite ("DBS"), multipoint distribution services ("MDS"), and local television broadcast signals ("TVBS"); and any device used to receive or transmit fixed wireless signals ("FWS"). A mast, cabling, supports, guide wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of an antenna shall be considered part of the antenna.

ii. **Common Elements**: all portions of the condominium other than the Units and the limited common element(s) assigned to each Unit, as more specifically defined in the Association's Declaration Bylaws. Common elements include,

but are not limited to, open grassy areas, roofs, and exterior walls (including exterior walls between units and a unit's patio or balcony).

iii. **Exclusive-Use Area**: limited common element, as defined in the Declaration Association Bylaws for exclusive use of the Unit Owner. Limited common elements include, but are not limited to, the patio or balcony adjacent to the unit.

iv. **Fixed Wireless Signals**: any commercial non-broadcast communications signal transmitted by wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed internet access to a fixed location. The term "fixed wireless signals" does not include, among other things, AM/FM radio, amateur ("Ham") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals.

v. **Mast**: structure to which an antenna is attached that raises the antenna height.

vi. **Owner**: any Association Unit Owner or, for purposes of these Rules only, or any tenant lawfully entitled to occupy a unit with the Condominium.

vii. **Telecommunications Signals**: signals received or transmitted by DBS, TVBS, MDS, or FWS antennas.

2. INSTALLATION REQUIREMENTS

i. Antenna Size and Type

1. DBS, MDS, and FWS Antennas. DBS, MDS, and FWS antennas that are one meter (39.37 inches) or less in diameter may be installed by a Unit Owner. DBS, MDS, and FWS antennas that are larger than one meter in diameter are prohibited.

2. Antennas that Transmit Signals. All antennas that are capable of transmitting signals, including FWS antennas, must be labeled to provide notice of radio frequency (RF) safety hazards and reference the applicable FCC-adopted limits on RF exposure; in addition, all such antennas must be professionally installed.

3. Prohibited Antennas. All antennas not specifically included within the definition of "antenna" set forth above, or otherwise covered by the FCC rule, are prohibited.

ii. Location

1. Inside Unit. If acceptable quality signals may be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then the antenna must be installed within the unit.

2. Acceptable Locations. Subject to the requirement in the prior paragraph, antenna shall be installed inside the Owner's unit or within the boundaries of the owner's limited common element/exclusive-use areas as designated in the Declaration Bylaws.

3. Unacceptable/Encroachments. Except as otherwise provided herein, antennas shall not encroach upon common elements, any other owner's individual unit or limited common element, or the air space of another owner's limited common element or air space of the common elements. For instance, an antenna cannot be installed so that it extends out beyond the balcony or patio or into, on, or over common elements. Except as otherwise provided, no antenna of any size may be placed or installed on the common elements even if any acceptable quality signal cannot be received from within a unit or exclusive-use area/limited common element.

4. Shielded From View. Antennas shall be located in a place shielded from view outside of the Condominium from or from other units to the maximum extent possible; provided, however, that nothing in this rule requires installation where an acceptable quality signal cannot be received or in such a manner that unreasonably increases the cost of installation.

iii. Installation on Limited Common Areas/Exclusive Use Areas.

1. Antennas shall be no larger nor installed higher than is absolutely necessary or reception of an acceptable-quality signal. Installation must comply with all applicable codes, take aesthetic conditions into account, and minimize the aesthetic and structural impact to the exterior and structure of the owner's unit, limited common elements or the common elements.

2. Any Resident or Owner desiring to install a Permitted Satellite Dish must comply with the minimum conditions provided in these Rules and must also provide prior written notice to the Association, in care of its managing agent. Such notice shall include the type and color of the Permitted Satellite Dish to be installed, the installer, the proposed location of such installation, and the method and manner of installation.

3. No Permitted Satellite Dish may be installed on the Common Elements (except for those common elements specifically designed as limited common element patio or balcony appurtenant to a respective unit and for the exclusive use of such respective unit).

4. No Permitted Satellite Dish may protrude beyond the vertical or horizontal space forming the perimeter of the limited common element balcony or patio for the exclusive use of a respective unit.

5. All installation shall be completed so that same does not damage any common elements (including the exterior walls), limited common elements, or void any warranties of the Association or in any way impair the integrity of any building. All wires must go through part of the Unit as defined in these Bylaws (windows, doors, door frame, etc.). If it is found that the Satellite or Antenna was incorrectly installed, the Unit Owner may be asked to remove the device and pay for any necessary repairs of common elements if applicable.
6. The Association shall have the right to require reasonable screening of a Permitted Satellite Dish so long as the screening does not impair reception.
7. A Permitted Satellite Dish must be securely mounted to a base (i.e., tripod) so as to be able to withstand the effects of high winds or other extraordinary weather conditions. No guy wires or similar mounting apparatus will be allowed. Further, no Permitted Satellite Dish may be attached to a balcony railing.
8. The installation of a Permitted Satellite Dish must be done by a qualified person or company. Any installer other than the Unit Owner shall be required to carry adequate general liability and workers compensation insurance to prevent both damage to the common elements and potential safety hazards.
9. No liens in connection with the installation or maintenance of any Permitted Satellite Dish shall be filed against the common elements of the Condominium.
10. Installation of a Permitted Satellite Dish shall only occur between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday.

3. DAMAGES/SAFETY

i. Permitted Satellite Dish(es) shall be installed and maintained in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions.

ii. Prior to the installation of any Permitted Satellite Dish, the Owner or resident must have executed an agreement, in form and content attached as Exhibit "A," whereby such Owner or resident shall expressly agree to:

1. Be responsible for all damages or loss caused by the installation or use of the Permitted Satellite Dish,
2. Indemnify and hold harmless the Association for all such damage or loss and
3. Provide the Association with a certificate of insurance showing that the Owner or resident has the appropriate amount of liability

insurance to cover any such damage or loss the certificate of insurance is within the discretion of the Board.

4. MAINTENANCE

   i. Owners who install or maintain Permitted Satellite Dish(es) are responsible for all associated costs, including but not limited to costs to:

      1. Place (or replace), repair, maintain and move or remove the Permitted Satellite Dish;
      2. Repair of damages to the common elements, the unit or other units, and any other property caused by the installation, maintenance, or use of the Permitted Satellite Dish;
      3. Pay medical expenses incurred by persons injured by installation, maintenance, or use of the Permitted Satellite Dish;
      4. Maintenance or us of the Permitted Satellite Dish;
      5. Restore the Permitted Satellite Dish installation site(s) to the original condition.

   ii. If a Permitted Satellite Dish is installed on limited common elements which are maintained by the Association, the Owner(s) retain responsibility for maintenance of the Permitted Satellite Dish. Permitted Satellite Dish(es) must not be installed in a manner which will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the Owners are responsible for all such costs. If maintenance requires the temporary removal of a Permitted Satellite Dish, the Association shall provide Owners with reasonable written notice. Owners shall be responsible for removing or relocating Permitted Satellite Dish(es) before maintenance begins and replacing Permitted Satellite Dish(es) afterwards if an Owner so desires. If the Permitted Satellite Dish is not removed in the required time, then the Association may do so at the Owner’s expense.

   iii. The Association is not liable for any damage to the Permitted Satellite Dish caused by Association removal.

5. MISCELLANEOUS

   i. These rules are not exhaustive, and the Unit Owners should consult the Association Bylaws and Declaration of Mill Creek to ensure you Unit Owners are in compliance with all rules and restrictions set forth therein.

ii. To the extent these rules are in conflict with the Association Bylaws and/or Declaration of Mill Creek Bylaws and/or Declaration are deemed to be controlling.

iii. If any provision of these Rules and Regulations should be determie4nd to be invalid, the remainder of the Rules and Regulations Shall remain in full force and effect.

6. ENFORCEMENT

i. Scope of Enforcement

1. Any Satellite Dish that is installed in violation of these Rules and Regulations shall be subject to enforcement as provided herein.

2. Any Satellite Dish that is installed in violation of these Rules and Regulations is subject to removal at the owner's sole risk and expense.

3. Penalties

a. A fine of $50.00 for the first occurrence of non-compliance shall be assessed by the Board.

b. A fine of $100.00 for the second occurrence of non-compliance shall be assessed by the Board.

c. A fine of $200.00 for the third occurrence and all subsequent occurrences of non-compliance shall be assessed by the Board.

d. Costs of staff time and professional fees, and if applicable the cost of attorney and court fees, if court action is necessary.

e. All costs of restorations.

S. Leasing and Renting of Units: Unit Owners may lease their unit only in accordance with Article VII of the Association Bylaws.

1. Provisions in Leases: For the protection of the Unit Owner, all leases which are entered into on for after April 11, 2015, shall include provisions in substantial conformity to the following, otherwise such leases shall not be permitted:

a. Incorporation of Declaration, Bylaws and Current Rules and Regulations: The Condominium Declaration, Bylaws, and current Rules and Regulations, as from time to time amended, shall be, and herby are, made a part of this lease and incorporated herein by this reference.

b. All proposed leases must be properly submitted in conformance with the notification requirements in the Bylaws and all proposed leases are specifically subject to Board approval as per the Bylaws, Article VII, Section 5.

i. Lessee Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee understands and agrees that the Condominium Association for the Condominium Parcel of which this unit is a part has the direct right of enforcement against the Lessee for any breach of the Condominium Declaration, Bylaws, or Rules and Regulations, including, but not limited to, unilateral termination of this lease by the Condominium Association for the Condominium Parcel of which this unit is a part upon written notice to Lessee in conformity with Chapter 704 of the Wisconsin Statutes.

ii. Eviction of Lessee by the Association. Lessee understands, acknowledges, and agrees that the Condominium Association for the Condominium Parcel of which this unit is a part has the direct right to terminate the lease, without penalty, upon written notice to Lessee in conformity with Chapter 704 of the Wisconsin Statutes.

iii. Assignment & Sublease. Lessee shall not assign, sublet, sublease, or grant any license or right to use this unit, or any parts thereof, without in each case the prior express written consent of the Condominium Association. A consent to one such assignment, subletting, sublease, or license or right to use shall not be deemed to be consent to any subsequent assignment, subletting, sublease, or license or right to use. An assignment, subletting, sublease, or license or right to use without the prior written consent of the Condominium Association shall be absolutely null and void and shall, at the option of the Landlord or the Condominium Association, terminate this lease.

iv. Condominium Documents. A unit owner shall provide his/her Lessee with a copy of the then most current Declaration, Bylaws, and Rules and Regulations, prior to executing the lease, otherwise such lease shall not be permitted.

2. Documents Provided to the Board. A unit owner desiring to lease his/her unit to any person not related by blood or marriage to the Unit Owner shall provide all of the following to the Board within the timeframe provided:

a. Application to Rent. A completed Mill Creek Villa Rental Application in the form adopted by the Board shall be given to the Board at least twenty

(20) days before the start of the proposed lease term. A copy of the Application is available through the Association Management Company.

i. Lease Agreement. The unit owner shall provide to the Board no less than five (5) days before the commencement of the lease a copy of the fully executed lease agreement between the unit owner and tenant. It is the unit owner's responsibility to confirm that the Board has received a copy of the lease. If the Board does not receive a copy of the lease from the unit owner, the lease is subject to termination as provided herein.

ii. Addendum to Mill Creek Villas Condominium Association, Inc. Residential Lease. The Unit Owner and Tenant shall complete and provide to the Board no less five (5) days before the commencement of the lease, a fully executed "Addendum to Mill Creek Villas Condominium Association Inc. Residential Lease" between the owner and tenant. It is the unit owner's responsibility to confirm that the Board has received a copy of the Addendum. If the Board does not receive a copy of the Addendum from the unit owner, the lease is subject to termination as provided herein.

3. Events Causing Permitted Leases Subject to Termination. Notwithstanding the foregoing and except as otherwise provided in Section 5 of this Leasing and Rental of Units Rule, a lease of a unit which is permitted shall become not permitted upon, and on the date of the occurrence of the first of the following to occur:

   a. Death of the last of the owners of the unit to die.

   b. Sale or transfer of a fifty percent (50%) or greater interest in the unit by any Unit Owner(s).

   c. Whenever the Unit Owner occupies his/her own unit.

   d. Written notification from the unit owner to the Board withdrawing the Unit Owner's desire and/or request to lease his/her unit.

   e. Whenever the Board obtains knowledge, or otherwise has reason to believe, that the lease agreement between the Unit Owner and the Lessee does not include the provisions set forth in and required under the foregoing Section 1 of this Leasing and Rental of Units Rule, or whenever the Board obtains knowledge, or otherwise has reason to believe, that the Unit Owner is not in full compliance with the provisions relating to the lease of units as set forth in the Declaration, the Bylaws, or the Rules and Regulations.

4. Notice of Lease Termination & Eviction. Upon any breach of the Condominium Declaration, Bylaws, or Rules and Regulations, the Board may terminate the lease upon written notice to the Lessee in conformity with Chapter 704 of the Wisconsin Statutes.

    a. When a lease is subject to termination by the death of the last of the owners of the unity, the Board shall notify the current Lessee of the unity, in writing, that Lessee shall vacate the unit at the end of the term of the current lease. The Unit Owner shall not be subject to Section 4 of this Leasing and Rental of Units Rule until the end of the term of the then current lease.

    b. Any attorney's fees or costs incurred by the Board to effectuate any lease termination or eviction under any provision of this Leasing and Rental of Units Rule shall be charged to the Unit Owner and be deemed and in all respects treated as an assessment against the unit and Unit Owner.

5. Penalties on Violating Terms of the Condominium Documents. In addition to any and all other remedies, penalties and fines as provided the in the Declaration, the Bylaws or in the Rules and Regulations, if at any time a Unit Owner has a lease of his/her unit in effect which is not permitted, whether it was never permitted or subject to termination, or if at any time a Unit Owner otherwise fails to comply with or fulfill his/her obligations under the provisions relating to the leasing of unit as set forth in the Declaration, the Bylaws, or this Leasing and Rental of Units Rule, the Board shall notify the Unit Owner, in writing, of the violation and allow thirty (30) calendar for the Unit Owner to rectify the same. Unless expressly provided otherwise in this Leasing and Rental of Units Rule, at the expiration of said thirty (30) calendar day period, the Board may, in its sole reasonable discretion, charge to the Unit Owner a penalty according to the following Schedule, which penalty shall be deemed and in all respects treated as an assessment against the unit and Unit Owner:

    a. A lump sum fine not to exceed Seven Hundred Fifty and no/100 Dollars ($750.00) for the first violation by the Unity Owner.

    b. A lump sum fine not to exceed One Thousand, Five Hundred and no/100 Dollars ($1,500.00) for the second violation by the Unit Owner.

    c. A lump sum fine not to exceed Two Thousand and 00/100 ($2,000.00) for the third and each subsequent violation by the Unit Owner, plus a fine of up to Seventy and no/100 ($70.00) per say until the Unit Owner comes into full compliance with all such provisions.

6. Documentation of Penalty. Any such penalty charged to a Unit Owner under Section 5 of this Leasing and Rental of Units Rule shall be documented by the Board in writing, with (1) copy delivered to the Unit Owner and one (1) copy held on file with

the Board. Said copy shall state the penalty so charged to the Unit Owner and The Board's basis for charging such penalty.

7. Notice to Unit Owners. Effective on April 11, 2015, each and every Unit Owner is hereby subject to this Leasing and Rental of Units Rule. Effect on March 15, 2015, the date on which the Board provided notice to Unit Owners, the Unit Owners were deemed notified of this Leasing and Rental of Units Rule and further deemed notified that failing to comply with any or all of the provisions relating to the lease of units in the Declaration, the Bylaws, or this Leasing and Rental of Units Rule will subject him/her to penalties and fines, including but not limited to those under Section 5 of this Leasing and Rental of Units Rule, which will be deemed and will in all respects be treated as assessments against the unit and Unit Owner. Further, effect on the effective date of this Leasing and Rental of Units Rule, the Unit Owner is hereby deemed notified that any and all penalties and fines, including but not limited to those set forth in Section 5 of this Leasing and Rental of Units Rule, are in addition to the Board's termination and eviction rights provided by the "Eviction of Lessee by the Association" provision set for in and required under Section 1 of this Leasing and Rental of Units Rule. This Section of this Leasing and Rental of Units Rule shall serve as notice to the Unit Owners of all the foregoing.

8. Length of Leases. All leases signed on or after April 11, 2015, are subject to a term of no less than six (6) months and no longer than one (1) year. Any lease less than 6 months or longer than 1 year is void and subject to the termination rules as set forth in this Leasing and Rental of Units Rule.

9. General Provisions.

    a. The Board may withhold approval on any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the pas failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or it invitees or guests of any part of the condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

    b. During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of the Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.

c. A Unit Owner shall provide his/her Lessee with a copy of the then most current Declaration, Bylaws, and Rules and Regulations, prior to execution of the lease otherwise, such lease shall be subject to termination.

T. Penalties and Enforcement Procedures: When a Unit or the behavior of a Unit Owner or their guests does not conform with these rules and regulations and is reported to the Association management company or the Board, or is identified by the Association management company or the Board, the following procedures will be followed:

1. The Association management company will contact the Unit Owner to inform the Unit Owner of the violation and give the Unit Owner the option to correct the violation within thirty (30) calendar days.
2. The cost of violations of these rules and regulations shall be:
    a. Fines for the violation of the aforementioned rules except those associated with satellite and antenna and leasing renting, which have a separate fine structure:
        i. First Violation: A fine of $25.00 for the first occurrence of non-compliance shall be assessed by the Board.
        ii. Second Violation: A fine of $50.00 for the second occurrence of non-compliance of the same rule/regulation shall be assessed by the Board.
    b. Satellite and Antenna Installation related fines:
        i. A fine of $50.00 for the first occurrence of non-compliance shall be assessed by the Board.
        ii. A fine of $100.00 for the second occurrence of non-compliance shall be assessed by the Board.
        iii. A fine of $200.00 for the third occurrence and all subsequent occurrences of non-compliance shall be assessed by the Board.
        iv. Costs of staff time and professional fees, and if applicable the cost of attorney and court fees, if court action is necessary.
        v. All costs of restorations.
    c. Leasing and Renting of Unit related fines:
        i. A lump sum fine not to exceed Seven Hundred Fifty and no/100 Dollars ($750.00) for the first violation by the Unity Owner shall be assessed by the Board.

ii. A lump sum fine not to exceed One Thousand, Five Hundred and no/100 Dollars ($1,500.00) for the second violation by the Unit Owner shall be assessed by the Board.

iii. A lump sum fine not to exceed Two Thousand and 00/100 ($2,000.00) for the third and each subsequent violation by the Unit Owner, plus a fine of up to Seventy and no/100 ($70.00) per day until the Unit Owner comes into full compliance with all such provisions shall be assessed by the Board.

3. If the violation is not corrected within thirty (30) calendar days of contact, the Association management company will notify the Unit owner in writing of the violation of these rules and regulations and request compliance within thirty (30) calendar days from the date of the letter. Any Unit Owner who receives a violation letter may appeal the letter to the Board within the 30-day abatement window; the appear must be in writing submitted to the Association management company and attend the next regularly scheduled Board meeting where the Board will review the violation letter and the Unit Owner's appeal.

4. The Unit Owner is responsible for notifying the Association Management Manger when the violation has been corrected, and the Association management company will notify the Board of the correction.

5. If the first violation is not corrected within thirty (30) calendar days or another violation of the same rules occurs within ninety (90) days, the Association management company will write to the violating Unit Owner a second letter requesting compliant within thirty (30) calendar days. The Unit Owner will be responsible for paying the fees plus a minimum $50 charge to cover the costs of writing the second letter. If the violation is not corrected within thirty (30) calendar days from the date of the second letter was received, the Unit Owner will be charged an interest at the rate of 18 percent per year, or the highest rate permitted by law if less than 18 percent per year, and shall have be a lien, at the discretion of the Association Board, placed against the unit until all fees are paid in full. Violations may be corrected by the maintenance staff. Maintenance staff time will be charged to the Unit Owner at the current maintenance hourly rate per hour with a minimum one-hour charge. Any other costs incurred by the Association to enforce the rules such as towing, attorney fees, etc., will be charged back to and be the responsibility of the Unit Owner.

6. If compliance is not accomplished, the Board may authorize an attorney to enforce the rules and collect all applicable costs from the Unit Owner.

7. The above Enforcement Procedures are not exclusive. If the Board in its sole discretion determines that circumstances so warrant, it may proceed immediately,

and without giving the above written notices to the Unit Owner or their lease, to exercise any remedy provided in the Bylaws, including turning violation over to an attorney for enforcement and /or filing a lawsuit.

8. Complaints regarding the management of the Association or regarding the action of other Unit Owners shall be made in writing to the Association management company. No Unit Owner shall direct, supervisor, or in any manner attempt to assert control over or request favors of any employee of the Association management company or the Board.

U. Conducting Meetings: The Association's Homeowners and Board meetings shall be conducted in accordance with Robert Rules of Order, the Board shall maintain a motion log that compiles all motions made whether in an in-person meeting or via email voting, and meeting minutes shall be posted on the Homeowners and Renters portal once they have been approved by the Board.

This document is a comprehensive list of the Mill Creek Villas Association rules and regulations adopted by the Board on October 10, 2023, effective January 1, 2024, and shall replace all prior versions of the Mill Creek Villas Association Rules and Regulations.

Terrie S. Norris

Signature of Secretary of the Board

Terrie S. Norris

Printed Name

October 10, 2023

Date