

Rules and Regulations
Whitnall Edge II Condominium Association

Order: JZPVG6SVK
Address: 10180 W Whitnall Edge Cir Unit C
Order Date: 09-24-2026
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IMPORTANT INFORMATION

Please keep this information with your governing documents

Whitnall Edge II Condominium Homeowners Association, Inc.

RESOLUTION ADOPTING RULE REGARDING INSURANCE DEDUCTIBLES

WHEREAS the Board of Directors of Whitnall Edge II Condominium Homeowners Association, Inc. (the "Association") has the power to "adopt and publish rules and regulations governing the use of the Common Elements, Shared Common Elements and facilities, and the personal conduct to the members and their guests thereon, and to establish penalties for the infraction thereof," pursuant to Article VII, Section 1 of the Bylaws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules and Regulations:

Insurance Deductible. In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board's decision on the allocation of the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on 13th FEB, 2019, with the policies to take effect on 2/14, 2019.

M. A. [Signature]
President

Judith M. White
Secretary

Electronic Smoking Devices Now Included in Franklin's Smoking Ordinance

On December 18, 2018, Franklin's Common Council voted to include electronic cigarettes in the current tobacco ordinance. With support from partners' the Franklin Police Department, Franklin Public Schools, and the Franklin Board of Health, members of Volition Franklin Youth FACT group educated the council about electronic smoking devices which contains cancer-causing chemicals in youth-appealing fruit and candy flavors. Many of these devices contain high levels of nicotine, which is damaging to the developing brain.

The day of the ordinance proposal, U.S. Surgeon General Vice Adm. Jerome M. Adams issued an advisory stressing the importance of protecting children from a lifetime of nicotine addiction and associated health risks by immediately addressing the epidemic of youth e- cigarette use.

In the amended ordinance, "smoking" is defined as inhaling or exhaling a lightened or heated tobacco product or smoking device that creates aerosol or vapor. This includes the following products: cigars cigarettes, pipes, hookahs, marijuana, electronic cigarettes, and vape pens. Smoking and use of electronic cigarettes is prohibited in any of the following enclosed places:

- Restaurants
- Taverns
- Retail establishments
- Lodging establishments
- **Common areas of multiple- unit residential properties**
- Child care centers
- City buildings
- Educational facilities (including school-sponsored functions)
- Places of employment or public places
- Inpatient health care facilities
- Theaters
- Private clubs
- Correctional Facilities
- A sports arena
- A bus shelter
- A public conveyance
- Residence halls or dormitories owned or operated by a college or university

Franklin is one of multiple nearby cities to implement this ordinance with intent to create a healthier, safer community. For questions, contact the Franklin Health Department: 414-425-9101, or visit www.VolitionFranklin.org

WHITNALL EDGE II HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

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ARTICLE I

DUTIES AND OBLIGATIONS OF UNIT OWNERS

1.1 UNIT OWNER AND COMMUNITY LEADER RIGHTS AND RESPONSIBILITIES.

A. **UNIT OWNERS.** Each unit owner is responsible for the conduct and actions of all residents and guests of the unit, including family members and lessees and any other individual while on Association property. Responsibility for conduct and actions includes the legal liability to pay any damages and fines for violations as set forth in ARTICLE 1.3 below.

(1) Unit owners have the right to:

- A responsive and competent community Association
- Honest, fair, and respectful treatment by community leaders and managers
- Participate in governing the community Association by attending meetings, serving on committees, and standing for election
- Access appropriate Association books and records
- Prudent expenditure of fees and other assessments
- Live in a community where the property is maintained according to established standards
- Fair treatment regarding financial and other Association obligations, including the opportunity to discuss payment plans and options with the Association before foreclosure is initiated
- Receive all documents that address rules and regulations governing the community Association – if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the community
- Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights

(2) Unit owners have the responsibility to:

- Read and comply with the governing documents of the community
- Maintain their property according to established standards
- Treat Association leaders honestly and with respect

- Vote in community elections and on other issues
- Pay Association assessments and charges on time
- Contact Association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements
- Request reconsideration of material decisions that personally affect them
- Provide current contact information to Association leaders or managers to help ensure they receive information from the community
- Ensure that those who reside on their property (e.g. tenants, relatives and friends) adhere to all rules and regulations

B. COMMUNITY LEADERS.

(1) Community leaders have the right to:

- Expect owners and non-owner residents to meet their financial obligations to the community
- Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the Association
- Respectful and honest treatment from the residents
- Conduct meetings in a positive and constructive atmosphere
- Receive support and constructive input from owners and non-owner residents
- Personal privacy at home and during leisure time in the community
- Take advantage of educational opportunities (e.g., publications, training workshops) that are directly related to their responsibilities and as approved by the Association

(2) Community leaders have the responsibility to:

- Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community
- Exercise sound business judgment and follow established management practices

- Balance the needs and obligations of the community as a whole with those of individual homeowners and residents
- Understand the Association's governing documents, become educated with respect to applicable state and local laws and manage the community Association accordingly
- Establish committees or use other methods to obtain input from owners and non-owner residents
- Conduct open, fair, and well-publicized elections
- Welcome and educate new members of the community – owners and non-owner residents alike
- Encourage input from residents on issues affecting them personally and the community as a whole
- Encourage events that foster neighborliness and a sense of community
- Conduct business in a transparent manner when feasible and appropriate
- Allow homeowners access to appropriate community records when requested
- Collect all monies due from owners and non-owner residents
- Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligations to the community
- Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights – where permitted by law and the Association's governing documents
- Initiate foreclosure proceedings only as a measure of last resort
- Make covenants, conditions, and restrictions as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting or revising the documents
- Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders, e.g., officers, the board and committees.

1.2 RULES AND REGULATIONS. The purpose of these rules is to provide greater ease in living together, to prevent damage to Association property and to protect the substantial investment of each unit owner. Accordingly, if any violation of these rules will result in some damage to property, value on investment, right of others, health, or safety; as the amount of said damage is difficult to ascertain, any unit owner responsible for a violation of the rules will be legally liable for payment of damage, both liquidated and other, as set forth below in this article together with costs of collection, including actual attorney's fees.

In ARTICLE 1.2, any reference to "unit owner" shall be interpreted as referring not only to the owner of a unit but also to all the persons for whom that owner is responsible including renters (lessees).

For the purposes of this article, the following shall apply:

- "Common elements" shall mean common areas and limited common areas unless specifically stated otherwise.
- Each incident of violation of any rule shall be deemed a separate occurrence; a violation which is continuing in nature shall be deemed a separate occurrence for each whole or partial calendar month in which it occurs, or as stated in the rule.

These rules are in addition to the Declaration, By-Laws and the documents, contracts, declarations, and easements set forth in the Declaration and By-Laws; and in the event of a conflict, the Declarations, By-Laws, contracts, documents, and easements referenced therein shall govern.

C. USE. No unit owner shall occupy or use any unit of the limited common areas 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, lessees, or guests.

D. COMMON AREAS.

- (1) Any resident wishing to have an outdoor party using any common areas must first seek and obtain written permission from the Association's Board of Directors or the management company.
- (2) The common areas shall not be used for playing soccer, football, basketball, softball, hardball, volleyball, golf, or any other activity that requires special equipment or any activity in which damage or destruction of the common areas results.
- (2a) The only exceptions to this above rule are the areas in the Northwest corner of the project (North side of Bldg. #16 10380 & West side of Bldg. #15 10320) and the center island on the East end of the project. These areas shall have limited sporting activities as appropriate for the size of the area and proximity to buildings, vehicles or people. Any damage done to these areas shall be the responsibility of the party responsible for reserving the space or initiating the activity. These two areas are open from sunrise to sunset.

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- (3) There shall be no obstruction of nor destruction to the common areas and nothing shall be stored there without the prior written consent of the Association's Board of Directors.
- (4) Unless otherwise permitted by these rules, no object or structure, other than moveable furniture or moveable grills shall be placed on the common or limited common areas without the prior consent of the Association's Board of Directors. Portable basketball hoops or frisbee golf nets may be used directly behind a Unit Owner's own overhead garage door, but shall not be left outside overnight.
- (5) Nothing shall be altered, removed from or constructed on the common areas without the prior written consent of the Association's Board of Directors or as otherwise permitted in these rules.

E. PORCHES, PATIOS AND DECKS. Due to space limitations, safety considerations, and the necessity to maintain a uniform appearance so as not to degrade property values, no items of any sort shall be stored or displayed on any common areas; including limited common areas (e.g., porch, patio or deck) or grassy or landscaped areas; the only exception shall be as follows:

- (1) Items generally considered to be of an appropriate holiday nature may be displayed in porch/patio areas and in the landscaped-areas adjacent to the owners unit for a period not to exceed 3weeks prior to the holiday and no later than 7 days after the holiday.

The ONLY exception is Christmas decorations which may be displayed from November 15th through January 25th.

- (2) Unit owners with a patio or deck are allowed to place patio furniture and potted plants on the patio/deck area. Toys, bicycles, etc. are not allowed.

F. GARBAGE.

- (1) All garbage and trash shall be properly bagged and disposed of so as not to produce health or safety hazards. Unit owners are responsible for calling for a special pick-up for items not generally dumped in the trash containers (including appliances, furniture, and bedding). All cardboard shall be broken down and be disposed of in the proper recycling container.
- (2) No garbage shall be left outside of the dumpsters.
- (3) Flammable or corrosive items (e.g., motor oil, gasoline, or car batteries) shall not be placed in or around dumpsters or drained anywhere on Association property.
- (4) Garbage shall not be left outside of any unit prior to being disposed of.

G. UNIFORM EXTERIOR APPEARANCE OF UNITS.

- (1) No action shall be taken by any unit owner to alter or individualize the exterior surface of any unit with the following exceptions:

Items generally considered to be of an appropriate holiday nature may be placed upon the exterior surface of the unit during the times specified in Article C(1) using clips only.

- (2) Interior surfaces of any window, in whole or in part, shall not be covered permanently, boarded-up, tinted, painted, or frosted.
- (3) All front doors, storm doors, screens, garage doors, and garage service doors shall be maintained in good condition by the unit owner.
- (4) It is the responsibility of each unit owner to keep windows in good repair without cracks or breaks.
- (5) All requests to modify exterior surface of unit require the submission of an Architectural and Landscaping Application for Change Form found at the back of this booklet and on the web portal of the Association's management company.

This form must be submitted at least thirty (30) days in advance of any door, storm door, or window replacement. It also applies to any desire to modify the planting area located in front of the unit or on the sides of the building.

A description of the doors, storm doors and allowable door color can be found in Appendix A

- (6) Nothing may be mounted/attached to porch posts without prior written approval from directors. The only exception is a flag mounting bracket.

H. INCREASE IN INSURANCE RATES. No unit owner shall do or keep in any unit or common areas anything which will increase the rate of insurance on the Association property, or which will result in the cancellation of the insurance on any unit or any part of the common property.**I. FLAMMABLE LIQUIDS AND EXPLOSIVES.**

- (1) Gasoline and other flammable liquids (excluding paint thinners, cleaning solvents or gas canisters or tanks used for gas grills) shall not be stored or used in any unit, or in the common areas.
- (2) No explosive substances of any type shall be stored or used in any unit or common areas.

- (3) Paint thinner and/or volatile cleaning solvents may be stored in units, but the total amount of these items shall not exceed two (2) gallons, and they must be stored in a safe manner to avoid fire or explosions.

J. DISTURBANCE AND OBNOXIOUS ACTIVITY. No unit owner shall carry on any obnoxious or offensive activity in any unit or common area, nor shall anything be done therein which may be or become an annoyance or nuisance to others including but not limited to an excessive sound level from any source including stereo speakers.

K. SIGNS. No sign, poster, banner or flag of any kind (except the American flag, political signs as stated in the Declaration/Bylaws, and holiday decorations as previously stated) shall be displayed on or from any unit. *(An exception would be an Open House sign on the day of the actual Open House or a special occasion sign displayed for one day (i.e., Happy Birthday).*

L. PARKING.

- (1) Each unit owner shall have the right to park two (2) vehicles (car, van, motorcycle or small non-commercial truck) directly behind their own overhead garage door. (Out of courtesy to your neighbor, please refrain from parking behind your service door.) The vehicle(s) must be in good working condition and movable under their own power.
- (2) No vehicle shall be parked so as to obstruct or infringe upon any other space or garage, the driveway, the fire lanes or next to the green areas. Fire lanes are defined as the 10 feet of asphalt adjacent to any grass in the parking areas or driveways. (Areas excluded from this definition are the areas adjacent to driveways of End Units)..

(NOTE: The Association's Board of Directors may enforce all City Ordinances pertaining to fire lanes, and violators may also be subject to a police ticket.)

- (3) No moving van, truck or any type of vehicle shall be parked on or driven across grass areas.
- (4) No repair or maintenance of any vehicle that cannot be performed within two (2) hours shall be performed outside a garage or on Association property.
- (5) Any vehicle parked in any assigned parking spot (e.g., directly behind unit owner's garage) must have a valid license plate. The owner of the vehicle is responsible for the clean-up of any debris and/or leakage of fluids.
- (6) Each unit owner shall remove their vehicle(s) from the outdoor parking areas within 12 hours for any daylight snow removal operation. During snow removal operations a vehicle parked on Association parking areas may be towed away if it interferes with snow removal, and the unit owner may be responsible for snow removal once the vehicle is removed.

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- (7) Each unit owner shall completely vacate the outdoor parking area during any announced maintenance activity. Any vehicle left in the Association parking area during maintenance activity may be ticketed and/or towed away.

The fine for violation of the above J(1) J(2) J(3) J(4) J(5) J(6) J(7) shall be as set forth in the Enforcement section below and/or the cost of towing away the vehicle in violation, and/or the cost of additional snow removal or maintenance services.

M. **USE OF WHITNALL EDGE COMMONS.** (e.g., pool and clubhouse). The pool shall be used by Whitnall Edge and Whitnall Edge II residents and their guests only; **residents must be present with their guests**. All Whitnall Edge and Whitnall Edge II residents and their guests must obey the pool rules as listed in this document and updated from time to time as posted at the facility and on the Association's management company website.

N. **LATE MONTHLY FEES, COLLECTION.**

- (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. 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 tenth (10th) 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:
- At 15 days past due, a board member or the property manager may call the delinquent owner;
 - At 30 days past due, a past due notice may be sent;
 - At 45 days past due, a second past due notice may be sent; and
 - At 60 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 is 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.
- O. GARDENS AND POTTED PLANTS.** Each unit owner may have a flower garden in front of their unit in the rock areas only. Digging up the grass of the common areas is not permitted. Plants must not exceed 3' in height. Planting of any flowers or other plants or decorative items requires the submission of an Architectural and Landscaping Application for Change before modifications have begun. The Architectural and Landscaping Application for Change Form is attached as Appendix D.

Planting of any kind on the sides/ ends of the buildings must not interfere with any Association plants. Unit owners wishing to plant on the ends of the buildings require an annual submission of an Architectural and Landscaping Application for Review Form (see Appendix D).

Potted plants can be placed outside the garage area no more than ten (10) feet out as long as they don't obstruct anyone's path (no written approval needed). Unit owners wishing to hang potted plants from porch posts or place potted plants on the sides/ends of the building

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must first seek and obtain written approval using the Architectural and Landscaping Application for Change before modifications have begun.

Failure to comply shall result in a fine as stated in the Enforcement section below and the return of Associations property to its original condition at the expense of the unit owner.

- P. LEASE OF CONDOMINIUM UNIT.** Leasing of Units shall be subject to the provisions set forth in the Bylaws.
- Q. MAIN WATER LINES.** All unit owners who have the main water supply for the building in which they live located in their unit, must let the Board of Directors know how they and/or their representative who will be able to get into their unit, can be reached, in case of an emergency shut off or for repairs of the main water line or the main sprinkler water line. These units are identified in Appendix B.
- R. FIRE ALARM AND FIRE PROTECTION SYSTEMS.**

- (1) Sprinkler risers: The Unit Owners with fire suppression system sprinkler risers are identified in Appendix B. Unit Owners with these systems are required to keep a copy of their current key in the Knox Box (the only people with access to the box are the Franklin Fire Department). In addition, unit owners are required to provide access to these systems upon the request of the Board of Directors or the Association's agents, with reasonable advance notice. Other conditions and requirements for these units are defined in Appendix B.
- (2) The City of Franklin Fire Inspector has identified the following situations as violations of City Fire Ordinances:
 - The painting of any Fire Alarm Pull Station
 - The painting of any sprinkler system head – glass bulb and water diffuser
 - Placing any difficult to move structure within three feet of the sprinkler riser system that will ultimately delay access to the system controls and valves.

Any violation of the three (3) above listed situations may result in a violation from both the Association and the City.

The cost to repair / replace any item identified in the above listed situations must be corrected, the cost to repair / replace these items will be the responsibility of the unit owner

The fine for violation of this Section shall be as set forth in the Enforcement section below and any cost for rescheduling of appointment. All damages that occur to enter the said premises shall be the responsibility of the unit owner if unit owner does not cooperate with the Association.

S. **MAINTENANCE AND REPAIR OF UNITS.** Every unit owner shall perform all maintenance and repair work within their unit, which if omitted, would affect any portion of the Association's property and/or a unit of property belonging to other owners. See Appendix C, Maintenance and Repair Checklist.

T. **ANIMALS.** In accordance with the Association rules, dogs are not allowed. If a dog is visiting, the unit owners must notify the Board of Directors or the Management Company in writing prior to the visit. Every unit is entitled to have a dog visit for a maximum one (1) week stay, up to three (3) times per year.

- (1) Under NO circumstances are any animals permitted to use the front lawn areas to relieve themselves; the area to be used is the lawn behind the garages. It is the responsibility of the unit owner to immediately pick up the waste left by the animal. Any damage done to the common areas (e.g., lawns) will be repaired at the expense of the unit owner housing the visiting animal.
- (2) Disturbing the peace. No person may own, keep, have in his or her possession, or harbor any animal which by frequent and/or habitual howling, yelping, barking or other noise cause serious annoyance or disturbance to persons in the neighborhood. If such noise continues for more than five minutes, it will be considered a violation of this provision.
- (3) There shall be no feeding of wild animals, except for birds. It shall be the individual unit owner's responsibility to keep the area free of weeds and grasses that may sprout from the seed used in a bird feeder. The fine for violation of Q(1), Q(2), Q(3) shall be \$75.00 per occurrence during any partial of whole calendar month.
- (4) No animals are allowed in the pool or within the fenced areas.
- (5) Each violation of the animal rules herein may be subject to a \$75 fine per occurrence.
- (6) All animals must be either crated or on a leash, in control of its handler, whenever outside of a Unit. No animal may be left unattended in the common area or limited common area at any time, and animals may not be tied up or staked in the common area or limited common area at any time.

U. **ASSOCIATION BUSINESS.**

- (1) No one is allowed to interrupt Association business by interfering with work crews or any person(s) who have been employed or are under contract to perform certain duties that have been authorized by the Association. Nor is anyone allowed to be a nuisance by not cooperating with such work orders, or by not letting authorized personnel complete their duties.
- (2) If the Association hires a contractor and a unit owner refuses entry to the unit resulting in a trip charge or other expense to the Association, the unit owner is responsible for reimbursing those expenses upon notice by the Association.

V. BARBEQUE GRILLS.

- (1) All barbeque grilling shall take place outside and only in the area near the unit owner's garage. Grilling is NOT allowed in the front of units. Grills may not be left outside when not in use.
- (2) The use of charcoal grills within the Association are prohibited. This is a requirement of the Association insurance.

W. ANTENNAS and SATELLITE DISHES.

- (1) 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:
- (2) Owners must notify the Board in advance of installing a satellite dish or antenna.
- (3) No satellite dishes or antennas may be placed in the common area, except on the patio/deck area. Satellite dishes or antennas may not be mounted to the building nor on the roof.
- (4) 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.
- (5) Satellite dishes shall be professionally installed and may not be larger than 3 feet in diameter. Wiring for the dish may not penetrate the building's masonry exterior. All wires must go through part of the "unit" as defined in the Association's Documents (windows, doors, door frames, etc.).
- (6) 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 the owner's 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.

X. GARAGE DOORS. To discourage trespassing and theft and to eliminate the possibility of rodents or animals getting into the garage, and in consideration of other unit owners, garage doors should not be left open for prolonged periods of time or overnight.**Y. IN-HOME BUSINESSES.**

- (1) No-impact Home-Based Businesses" means a business that:
 - Is consistent with the residential character of the dwelling unit;

- Is subordinate to the use of the dwelling unit for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling unit;
- Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a no-impact home-based business; and
- Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State or any local governing body designates as a hazardous material.

Z. CAMERA INSTALLATIONS.

- (1) No cameras (with the exception of Ring Doorbells) shall be installed on the exterior surface of any unit or placed on any unit without written approval by the Board of Directors. Unit owners may submit an ARC form to request written approval for an exterior camera prior to installation.
 - Cameras shall not be installed beyond the unit owner's living space.
 - Cameras shall not be positioned toward a neighbor's bedroom window or in a way that allows the camera owner to see into a neighbor's home when the door is open.
 - Cameras must be approved in writing on the Unit Owner's ARC form by any neighbor whose property is in view of the camera.
- (2) The Board of Directors or property manager reserves the right to request a view from a Unit Owner's camera to certify that the placement of the camera fulfills the requirements set forth in paragraph 1.

AA. FIRE PITS. All types are prohibited.

BB. KNOX BOXES. Locations and Responsibilities

- (1) All sixteen (16) buildings of the Association are equipped with central fire alarm systems.
- (2) Thirteen (13) of the sixteen buildings are equipped with fire suppression systems.
- (3) Per City of Franklin Fire Code, both the alarm system and sprinkler systems are tested annually, typically in September. Access for the inspection is required of every unit during this time.
- (4) The fine for failure to comply with annual inspection is defined by Association rule 1.3 and Chapter 133 of the Franklin, WI Municipal Code.

- (5) If you live in one of the thirteen units with the fire suppression control valves, you are required to ensure a current key is located in the Knox Box outside your unit AND to notify the purchaser of your home (if you decide to sell). See Appendix B: Water Main Shut-off and Fire Sprinkler Riser.

1.3 ENFORCEMENT OF RULES. 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 for a Unit Owner or resident's first violation 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, but a warning letter must be sent first in any event.
- 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, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
- (1) The violation is in direct defiance of a previous mandate from the Board of Directors.
 - (2) The violation was malicious in its intent.
 - (3) The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 - (4) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (*i.e. if alterations are made that cannot be restored to their original state.*)
- E. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
- F. Attorney Fees
- (1) 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.

- (2) 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~~ actual 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.

- G.** Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

1.4 GRIEVANCE COMMITTEE RULES AND PROCEDURES.

- A.** The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
- B.** The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
- C.** For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- D.** Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- E.** Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
- (1) A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - (2) Of the time, place and date of a hearing before the Grievance Committee.
 - (3) Of the right to counsel.
 - (4) That evidence shall be received, and a record made whether or not the party complained against attends the Grievance Committee hearing.

- (5) The hearing shall be divided into two (2) sections:
- The hearing.
 - The determination and decision.
- F. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
- G. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
- H. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
- I. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
- J. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- K. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
- (1) The award was procured by corruption, fraud or undue means;
 - (2) There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 - (3) The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
 - (4) The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

1.5 Any violation of the Condominium Documents that results in damage to the common area will also result in the cost to repair said damage being assessed to the Unit Owner.

For maintenance and replacements, see Appendix C: Maintenance, Repair & Replacement Checklist

2026 POOL RULES & GUIDELINES

IMPORTANT: A \$100 FINE WILL BE IMPOSED FOR EACH VIOLATION PER OCCURRENCE

POOL HOURS: 7:00a.m. – 10:00 p.m. Daily

- Key fobs are automatically deactivated at 10:00 p.m.
- Anyone remaining in the pool area after 10:00 p.m. will be **locked in**, fined, and may have pool privileges **suspended**.

GUEST POLICY:

- A maximum of **4 guests per unit** allowed at any time.
- **Guests must be accompanied** by a resident of the unit.
- Unaccompanied guests are **trespassing** and will be removed.

CHILDREN:

- For safety purposes, all children under **18 years old** must be accompanied by an adult unit resident.
- For safety purposes, children under **6 years old** must always be within arm's reach of an adult, even if they are wearing a life jacket.

ATTIRE & HYGIENE:

- Proper **swimwear** must be worn at all times.
- **Swim diapers** are required for all incontinent pool users.
- Do not use the pool if:
 - You have symptoms or recent diagnosis of **COVID-19**,
 - You have been exposed to COVID-19 within the past **14 days**,
 - You have **open wounds, skin abrasions, or communicable diseases**.

POOL TOYS & EQUIPMENT:

- Only **pool noodles** and **small personal floatation devices** (e.g., vests for young children) are allowed.
- **No swim toys, except for small diving rings.**

- **No balls, squirt guns, or other large pool toys.**

BEHAVIOR & CONDUCT:

- **Running, diving, rough play, abusive language, and inappropriate behavior are prohibited.**
- **No glass containers** are permitted in the pool area
- **No food** is allowed within 5 feet of the pool.
- **Smoking is only permitted outside** the pool gate. Smoking inside the gated area is **prohibited**. Use provided receptacles for disposal.
- **No pets** are allowed in or around the pool area.
- Items left behind will be **discarded daily**.

POOL ACCESS & VIOLATIONS:

- **Pool privileges will be revoked** for non-payment of Association fees, special assessments, or outstanding fines.
- Destruction of property will result in a **revocation of pool access for the remainder of the year**, a fine of up to **\$500**, and possible additional liability.
- The **Pool Committee** may request ID at any time. Refusal to provide ID will be treated as trespassing.
- **Surveillance cameras** are in use throughout the pool and clubhouse areas.

POOL FOB REPLACEMENT NOTICE

Effective immediately, a **\$75.00 non-refundable fee** will be charged for the replacement of a lost, stolen, or damaged pool key fob. Payment must be made in full prior to the issuance of a new fob. Only one active fob is allowed per unit. Misuse of fobs (including sharing or duplicating) will result in suspension of pool privileges and potential fines.

USE OF POOL AND CLUBHOUSE IS AT YOUR OWN RISK.

Any verified abusive or harassing behavior toward pool staff or volunteers will result in immediate suspension of pool access for the fob holder involved, for the remainder of the summer, and a fine.

For any questions or to request a replacement fob, please contact Ogden Property Management through the resident portal, or by email at condosupport@ogdenre.com, or by calling Ogden at (414) 270-1386

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Appendix A

Door & Storm Door Replacement:

Front Door (Storm): Color: Must be white

Larson® Life-Core 36" x 80" White Full-View Storm Door

-or-

Andersen 10 Series Full View Interchangeable Storm Door 36" x 80"

Garage Service Door (Storm): Color: Must be white

Larson Village 32" x 81" High-View Fixed Screen Storm Door with White Handle, Model #029331U

-or-

Andersen 8 Series ½ Light Panel Ventilating Storm Door 36" x 8"

(note: door should include two-panel traditional design similar to other garage storm doors within the Association)

Color Specification for Exterior Doors:

Home Depot: Behr Premium Plus Ultra, #BIC-10 Cotton Denim Semi-Gloss Enamel Exterior Paint and Primer

Tinting Details

CLRNT	BL	EL	KXL	RL
OZ	0	0	0	0
384 TH	81	110	144	64

Front Door:

Mastercraft® Primed Steel 36" W x 80" H 6-Panel ADA-Approved Exterior Door System - Right Inswing Model Number: 4148004 Menards® SKU: 4148004

Mastercraft® Primed Steel 36" W x 80" H 6-Panel ADA-Approved Exterior Door System - Left Inswing Model Number: 4148005 Menards® SKU: 4148005

Notes: All of the information in this document is believed to be accurate. However, you should always check your door dimensions for comparison purposes prior to ordering.

Replacement of these items requires an Architectural Review Form found on the Ogden & Co. Portal.

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Garage Service Door:

Therma-Tru Benchmark Doors Half Lite Simulated Divided Light Left-Hand Inswing
Ready to Paint Steel Prehung Entry Door with Insulating Core (Common: 32-in x 80-in;
Actual: 33.5-in x 81.5-in)

Lowe's: Item # 935611 Model # TTBS629617

Therma-Tru Benchmark Doors Half Lite Simulated Divided Light Right-Hand Inswing
Ready to Paint Steel Prehung Entry Door with Insulating Core (Common: 32-in x 80-in;
Actual: 33.5-in x 81.5-in)

Lowe's: Item # 935612 Model # TTBS629624

Fire Door (between kitchen and garage):**Window Replacement:**

The Association does not have a requirement for the manufacturer of your windows if you choose to replace them.

However, the Association does have some requirements:

The internal grid patterns (number of squares) must match exactly to the windows being replaced.

The outward facing surfaces must be white (frames and grid pattern)

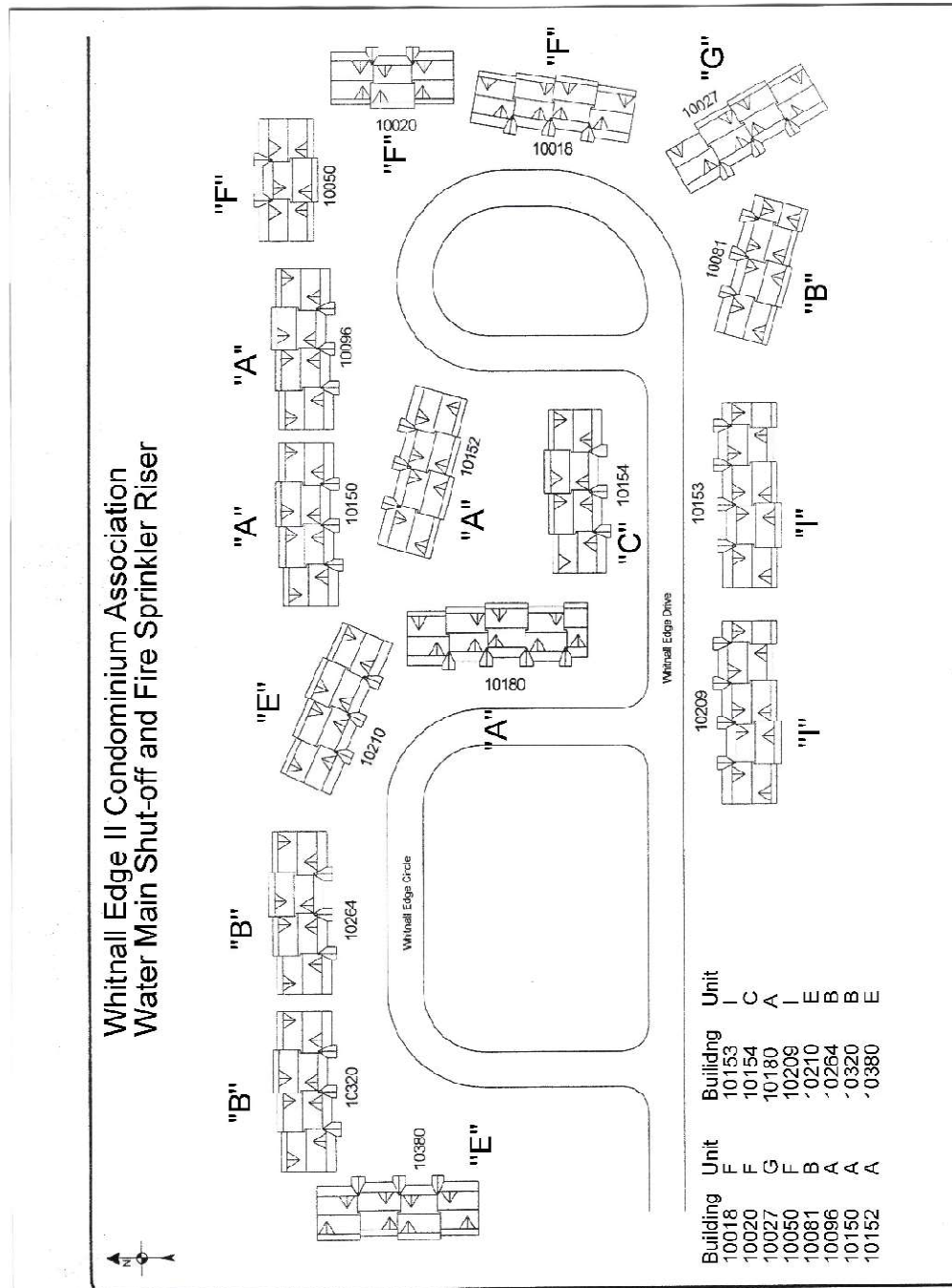
The style must be casement, no sliders or double hung windows are allowed.

Note: All of the information in this document is believed to be accurate. However, you should always check your door dimensions for comparison purposes prior to ordering.

Replacement of these items require an Architectural Review Form found on the Ogden & Co. Portal.

Last Updated: May 26, 2023

Appendix B



Note 1: If you live in one of the units identified above, you are responsible for contacting the Franklin Fire Department if you change your locks to update in Knox Box. Knox Boxes are located at all buildings except 10081, 10153 & 10209.

Note 2: You are responsible for informing a purchaser of your home main building water control and the sprinkler riser is located in your unit.

Appendix C

WHITNALL EDGE II CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.				
Maintenance, Repair & Replacement Checklist				
<u>ITEM</u>	<u>ASSO'N MAINT REPAIR & REPLACE</u>	<u>OWNER MAINT REPAIR & REPLACE</u>	<u>DOC. REF.</u>	<u>NOTES</u>
Air Conditioner for Unit		X	Decl, Art. II; Rules and Regs, Sec. Q	Every unit owner shall perform all maintenance and repair work within their unit
Added modifications to Unit		X	Decl, Art. II; Rules and Regs, Sec. Q	
Attic Insulation		X	Decl, Art. II: Rules and Regs, Sec. Q	
Bathtub		X	Decl, Art. II; Rules and Regs, Sec. Q	
Cabinets-Bath & Kitchen		X	Decl, Art. II; Rules and Regs, Sec. Q	
Carbon Monoxide Detectors		X	Decl, Art. II; Rules and Regs, Sec. Q	
Ceiling Fans		X	Decl, Art. II; Rules and Regs, Sec. Q	
Decks	X		Decl, Art. V, Sec. 1	The Association can pass along maintenance cost to owners with decks through assessments; see Decl. Art. VI Section 5
Dishwasher		X	Decl, Art. II; Rules and Regs, Sec. Q	

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<u>ITEM</u>	<u>ASSO'N MAINT REPAIR & REPLACE</u>	<u>OWNER MAINT REPAIR & REPLACE</u>	<u>DOC. REF.</u>	<u>NOTES</u>
Doors in Unit		X	Decl, Art. II; Rules and Regs, Sec. Q	
Driveway	X		Decl, Art. I; Sec. 6(b); Bylaws Article II; Sec. 5	
Drywall Cracks		X	Decl, Art. II; Rules and Regs, Sec. Q	
Electrical Wiring in Wall		X	Decl, Art. II; Sec. 3(b)	
Exterior Trim and Caulking	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	
Exterminating (critters & pests) in Unit		X	Decl, Art. II; Rules and Regs, Sec. Q	
Fire Sprinkler Heads		X	Decl, Art. II; Rules and Regs, Sec. Q	
Fire Suppression Piping	X		Decl, Art. II; Sec. 3(f)	
Fireplace in Unit		X	Decl, Art. II; Rules and Regs, Sec. Q	
Floor Coverings		X	Decl, Art. II; Rules and Regs, Sec. Q	
Front Door		X	Rules and Regs, Sec. E(3)	Except for exterior painting, which is Association responsibility per Decl. Art V, Sec. 1
Furnace		X	Decl, Art. II; Rules and Regs, Sec. Q	
Garage Door		X	Rules and Regs, Sec. E(3)	Except for exterior painting, which is Association responsibility per Decl. Art V, Sec. 1
Garage Door Opener		X	Rules and Regs, Sec. E(3)	

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<u>ITEM</u>	<u>ASSO'N MAINT REPAIR & REPLACE</u>	<u>OWNER MAINT REPAIR & REPLACE</u>	<u>DOC. REF.</u>	<u>NOTES</u>
Garage Light (Outdoor)	X		Decl, Art. II; Rules and Regs, Sec. Q	
Garbage Disposal		X	Decl, Art. II; Rules and Regs, Sec. Q	
Gutters & Downspouts	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	
Lawn	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	
Light Fixtures w/in Units		X	Decl, Art. II; Rules and Regs, Sec. Q	
Light Fixtures-Limit Common	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	
Light Fixtures-Common	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	
Light Bulb, Garage (Internal)		X	Decl, Art. II; Rules and Regs, Sec. Q	
Microwave		X	Decl, Art. II; Rules and Regs, Sec. Q	
Painting Interior		X	Decl, Art. II; Rules and Regs, Sec. Q	
Painting Exterior	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	
Patio/Deck Doors		X	Rules and Regs, Sec. E(3)	Except for exterior painting, which is Association responsibility per Decl. Art V, Sec. 1
Patios	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	The Association can pass along maintenance cost to owners with patios through assessments; see Decl. Art. VI Section 5

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<u>ITEM</u>	<u>ASSO'N MAINT REPAIR & REPLACE</u>	<u>OWNER MAINT REPAIR & REPLACE</u>	<u>DOC. REF.</u>	<u>NOTES</u>
Plugged Drains		X	Decl, Art. II; Rules and Regs, Sec. Q	
Plumbing Pipes in Wall	X		Decl, Art. II; Sec. 1	If the pipes serve only on unit it would then be the responsibility of the Unit Owner
Porch Light (bulb)		X	Decl, Art. II; Rules and Regs, Sec. Q	
Porch Light (fixture)	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	
Post Light	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	
Refrigerator		X	Decl, Art. II; Rules and Regs, Sec. Q	
Roof	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	
Screen, Window, Storm Door, and Patio Door		X	Rules and Regs, Sec. E(3)	Except for exterior painting, which is Association responsibility per Decl. Art V, Sec. 1
Shower		X	Decl, Art. II; Rules and Regs, Sec. Q	
Shrubs and Trees	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	
Sidewalks & Stoop	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	
Siding	X		Decl, Art. II; Sec. 1; Decl. Art. V; Sec. 1	
Sinks		X	Decl, Art. II; Rules and Regs, Sec. Q	

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<u>ITEM</u>	<u>ASSO'N MAINT REPAIR & REPLACE</u>	<u>OWNER MAINT REPAIR & REPLACE</u>	<u>DOC. REF.</u>	<u>NOTES</u>
Smoke Detectors		X	Decl, Art. II; Rules and Regs, Sec. Q	
Snow Removal	X		Decl, Art. II; Sec. 1	
Street Maintenance	X		Decl, Art. II; Sec. 1	
Stove/Oven/Range		X	Decl, Art. II; Rules and Regs, Sec. Q	
Sump Pumps	X		Decl, Art. II; Sec. 1	
Toilets		X	Decl, Art. II; Rules and Regs, Sec. Q	
Trees	X		Decl, Art. II; Sec. 1	
Thermostats		X	Decl, Art. II; Rules and Regs, Sec. Q	
Tuckpointing – Bricks	X		Decl, Art. II; Sec. 1	
Washer and Dryer		X	Decl, Art. II; Rules and Regs, Sec. Q	
Water Heater		X	Decl, Art. II; Rules and Regs, Sec. Q	
Watering, Lawn, Shrubs, Trees	X		Decl, Art. II; Sec. 1	
Windows and Screen		X	Rules and Regs, Sec. E(3)(4)	
Windows and Interior Staining		X	Decl, Art. II; Rules and Regs, Sec. Q	

Appendix D**Whitnall Edge II Condominium Homeowners Association, Inc.
Architectural and Landscaping Application For Change****Submission of Plans to Whitnall Edge II Condominium Homeowners Association,
Inc. Whitnall Edge II Board of Directors**

Mail to: Whitnall Edge II
c/o Ogden & Company Inc. AMO
1665 N. Water Street
Milwaukee, WI
53202

Name _____ Unit _____

Address -----

City/State/Zip _____

Phone(s) H: _____ W: _____

E-mail Address _____

Date Submitted _____ Date Received by Board _____

In accordance with the Whitnall Edge II Condominium covenants easements, charges and liens (“declaration”) and the Association’s rules and regulations, I hereby request approval for the following improvements, renovations, additions and/or removals to my unit:

[Please attach a detailed (to scale) drawing or blueprint of your plan(s), specifications, standards, and a copy of your community plat in duplicate]

Is this an amendment to a previous request? _____

If yes, approximates date of previous request: _____

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**Whitnall Edge II Condominium Homeowners Association, Inc.
Architectural and Landscaping Application For Change**

I understand that under the declaration and the rules and regulations, the Board will act on this request and provide me with a written response of their decision. By the filing of this Application, I further understand and agree to the following provisions:

1. No work or commitment of work will be made by me until I have received written approval from the Association, and I have obtained all necessary governmental permits and approvals.
2. All work will be performed at my sole expense, and all future upkeep will remain at my sole expense for two years, including any additional costs incurred by the Whitnall Edge II Condominium Homeowners Association as a result of such improvements, renovations, additions and/or removals to my unit. On the sale of the unit whereas it becomes the Association responsibility.
3. All work will be performed expeditiously once commenced and will be completed in a good workman-like manner by myself or a contractor.
4. All work will be performed at a time and in such a manner to minimize interference and inconvenience to other unit owners.
5. I assume all liability and will be responsible for all damage and/or injury, which may result from performance of this work. I will be responsible for the conduct of all persons, agents, contractors, and employees who are connected with this work. In addition, I agree to indemnify the Whitnall Edge II Condominium Homeowners Association, Inc. and hold said Association harmless from any and all claims, loss, damage, liability, costs or liability for damages on account of injury, including death, to persons, including members of the Association and my invitees, or damage to property resulting from or arising out of or in any way connected with the granting of this permit. In addition, I agree to reimburse the Association for all costs, expenses, attorney's fees and loss incurred by it in consequence of any claims, demands, and causes of action, whether meritorious or not, which may be brought against them and arising out of the improvements which are the subject of this permit. I also agree to pay to the Association any costs, including attorney's fees, that may be incurred by the Association in enforcing the terms of this permit, including any sums incurred as a result of the Association's decision that the subject improvements be repaired, replaced, or removed.
6. Prior to the commencement of any work, I will be responsible for complying with, and will comply with, all applicable federal, state, and local laws; codes; regulations; and requirements in connection with this work, and I will obtain any necessary governmental permits and approvals for the work. I understand and agree that Whitnall Edge II, its Board of Directors, and its agent(s) have no responsibility with respect to such compliance and that the Board of Directors' approval of this permit request shall not be construed as making any representation or warranty that

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the plans, specifications, or work proposed comply with any law, code, regulation, or governmental requirement.

7. I will obtain appropriate insurance to provide adequate financial protection to the Association in the event such modifications damage my unit or any other unit now or in the future.
8. I agree to provide subsequent owners a copy of this Architectural Permit request as part of the Executive Summary, and will if requested by Whitnall Edge II Board of Directors and at my own expense, record this document with the Milwaukee County Register of Deeds as an additional restriction on my deeds.
9. I agree to comply with any order by the Board to remove any improvements, additions, or renovations permitted hereunder that, for whatever reason, are deemed to be out of compliance with the rules or declaration or which are determined to be harmful to the common elements or another unit - within 45 days of written notification by the Board to do so, and that failure to comply with any such order shall give the Association the right to remove any such improvements, additions, or renovations itself. Any costs incurred by the Association in removing any such improvements, additions, or renovations shall constitute a special assessment against the subject unit and shall be paid accordingly.
10. I hereby agree that, notwithstanding any legal rights attendant to ownership and possession of this personal property, in the rule of law or otherwise, to the contrary, any and all decisions related to the disposition of the improvements, renovations, or additions which are the subject of this permit request shall be in the sole and absolute discretion of the Whitnall Edge II Condominium Homeowners Association, Inc.
11. The contractor is: _____ Phone# _____
Address _____
City/State/Zip _____
12. Prior to the commencement of any work, I agree to provide the Board a copy of the Contractor's Certificate of Insurance demonstrating, at a minimum, the following types and limits of coverage:
 - a. Worker's Compensation (suggested minimum coverage).
 - b. Comprehensive General Liability 1,000,000
 - c. Bodily injury \$1,000,000 each occurrence
 - d. Property Damage \$1,000,000 each occurrence
 - e. Excess Liability (umbrella) \$1,000,000

If I am performing the work myself, I agree to provide the Board with a copy of my Certificate of Insurance demonstrating, at a minimum, the types and limits of coverage noted above, prior to the commencement of any work.

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****All insurance policies required hereunder must name the Whitnall Edge II Condominium Homeowners Association, Inc. as an Additional Insured.**

13. If approved within twenty-one (21) days, the work would start on or about _____ and would be completed by _____.

**Whitnall Edge II Condominium Homeowners Association, Inc.
Architectural and Landscaping Application For Change**

Signature(s): _____

We have consulted with our neighbors listed below for their approval.

Name: _____ Date: _____

Name: _____ Date: _____

Name: _____ Date: _____

Name: _____ Date: _____

**Whitnall Edge II Condominium Homeowners Association, Inc.
Architectural and Landscaping Application For Change**

Action Taken by Whitnall Edge II Condominium Board of Directors

Date of action: _____

_____ Approved as requested

_____ Approved with the following exceptions:

_____ Disapproved based on the following:

Any work not started on or before ----- is not approved and later construction must be subject to resubmittal to the Whitnall Edge II Board of Directors.

Date:

President

Vice-President

Secretary

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Address: 10180 W Whitnall Edge Cir Unit C
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New Pool Access for 2019

Greetings to all unit owners!

With the opening of the pool for the 2019 season the pool keys currently in use will be replaced with a **key fob**. A **key fob** is a small security hardware device you would carry on your key chain with built-in authentication used to control and secure access to the pool area. A new device will be installed on the pool gate. Holding your fob to the device will not only allow access to the pool area but will also identify and record who entered and when. Only one fob will be provided per unit.

Unit owners from both Associations will be required to show picture identification and will need to sign for the receipt of their fob on the day they receive it. **Please note:** Renters cannot receive these access fobs; only owners who are registered through Ogden & Co. may sign for them.

There are two dates scheduled for your convenience in picking up your key fob at the clubhouse.

Sunday May 19, 2019 10:00 AM - 12:00 PM

Wednesday May 22, 2019 6:00 PM – 8:00 PM

Please remember to bring a picture ID. Outside of these dates an appointment will have to be made with someone from the Pool/Commons Committee to receive the key fob.

IMPORTANT INFORMATION

Please keep this information with your governing documents

Whitnall Edge II Condominium Homeowners Association, Inc.

COLLECTION POLICY RESOLUTION

WHEREAS the Board of Directors of Whitnall Edge II Condominium Homeowners Association, Inc. (the "Association") has the power to "adopt and publish rules and regulations governing the use of the Common Elements, Shared Common Elements and facilities, and the personal conduct to the members and their guests thereon, and to establish penalties for the infraction thereof," pursuant to Article VII, Section 1 of the Bylaws;

WHEREAS there is a cash flow need to ensure that the members of the Association pay the assessments of the Association in a timely manner; and

WHEREAS it is the intent of the Board of Directors to meet all financial obligations in a timely manner;

THEREFORE, BE IT RESOLVED that the Association adopt the following Collection Policy, which shall replace any previously adopted Rules to the contrary:

COLLECTION POLICY

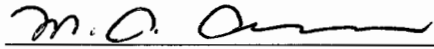
1. The regular monthly assessments are due on the first day of each month.
2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special 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. 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 (15th) 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, assessments not paid within thirty (30) days after the due date 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 60 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 is 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.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on Nov. 11, 2019, with the policies to take effect on JAN. 1, ~~2019~~. 2020



President



Secretary

WHITNALL EDGE COMMONS, LLP

2022 POOL SEASON - POOL RULES & GUIDELINES

RULES - A \$100 FINE WILL BE IMPOSED FOR EACH VIOLATION PER OCCURRENCE.

- **POOL HOURS:** 7 a.m. – 10 p.m. Daily – The key fobs are deactivated at 10 p.m. *If you do NOT leave the pool area by 10 p.m., you WILL be locked in the pool area, fined, and future pool privileges may be suspended.*
- No more than **4 guests** are allowed at any time and must be accompanied by a unit resident. *Guests not accompanied by residents shall be considered trespassing and removed from the premises.*
- **An adult unit resident must accompany all children under the age of 18.**
- Children under 6 years old must be accompanied by an adult and be within arms reach at all times, even if wearing a life jacket.
- Wear suitable swimming attire at all times. All babies and toddlers must wear swim diapers.
- **DO NOT ENTER THE POOL** if you have symptoms of COVID-19, have tested positive for COVID-19 or were exposed to someone with COVID-19 in the past 14 days.
- Be free of skin abrasions, open wounds, and communicable diseases.
- **ONLY POOL NOODLES/SMALL PERSONAL FLOTATION DEVICES ALLOWED** (i.e., pool noodles, vests for young children).
- **NO SWIM TOYS** except for small “diving” rings (no squirt guns, balls, etc.).
- Running, diving, rough play, abusive language, and inappropriate behavior are prohibited.
- **NO GLASS** is allowed in the pool area.
- No food is allowed within 5 feet of the pool.
- **Smoking is only allowed outside the pool gate.** Smoking inside the gated pool area is not allowed. Smoking receptacles are provided for butt disposal.
- No pets are allowed in the pool or within the fenced in area.
- Any Items left behind will be disposed of each day.
- Pool privileges will be revoked if monthly condo association fees, special assessments and violation fines are not current.
- Pool privileges will be lost for the remainder of the calendar year if any property is destroyed. A fine will be assessed with a maximum of \$500. Additional liability will be assessed as warranted.
- The pool is monitored by the Pool Committee members. You must provide identification if asked. You will be considered trespassing if you do not provide ID. Please note that surveillance cameras are in use at the pool and clubhouse areas.
- **USE POOL AND CLUBHOUSE FACILITIES AT YOUR OWN RISK.**

***** Any verified abusive/harassing behavior toward any pool worker, from any pool user, will result in a fine and loss of pool privileges for the owner of the fob that was used to gain access during the violation, for the remainder of the summer. *****

WHITNALL EDGE COMMONS, LLP

2022 POOL SEASON - POOL RULES & GUIDELINES

If you think that someone is habitually disobeying these Rules & Guidelines, please inform the Whitnall Edge Commons Pool Committee at WECommonsLLP@gmail.com. It is encouraged that all residents refrain from any direct confrontation with other residents regarding the Rules & Guidelines. **If there is an emergency situation, please call 911.**

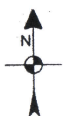
A \$100 FINE WILL BE IMPOSED FOR EACH VIOLATION PER OCCURRENCE.

All complaints regarding violations will be confirmed via the camera surveillance system.

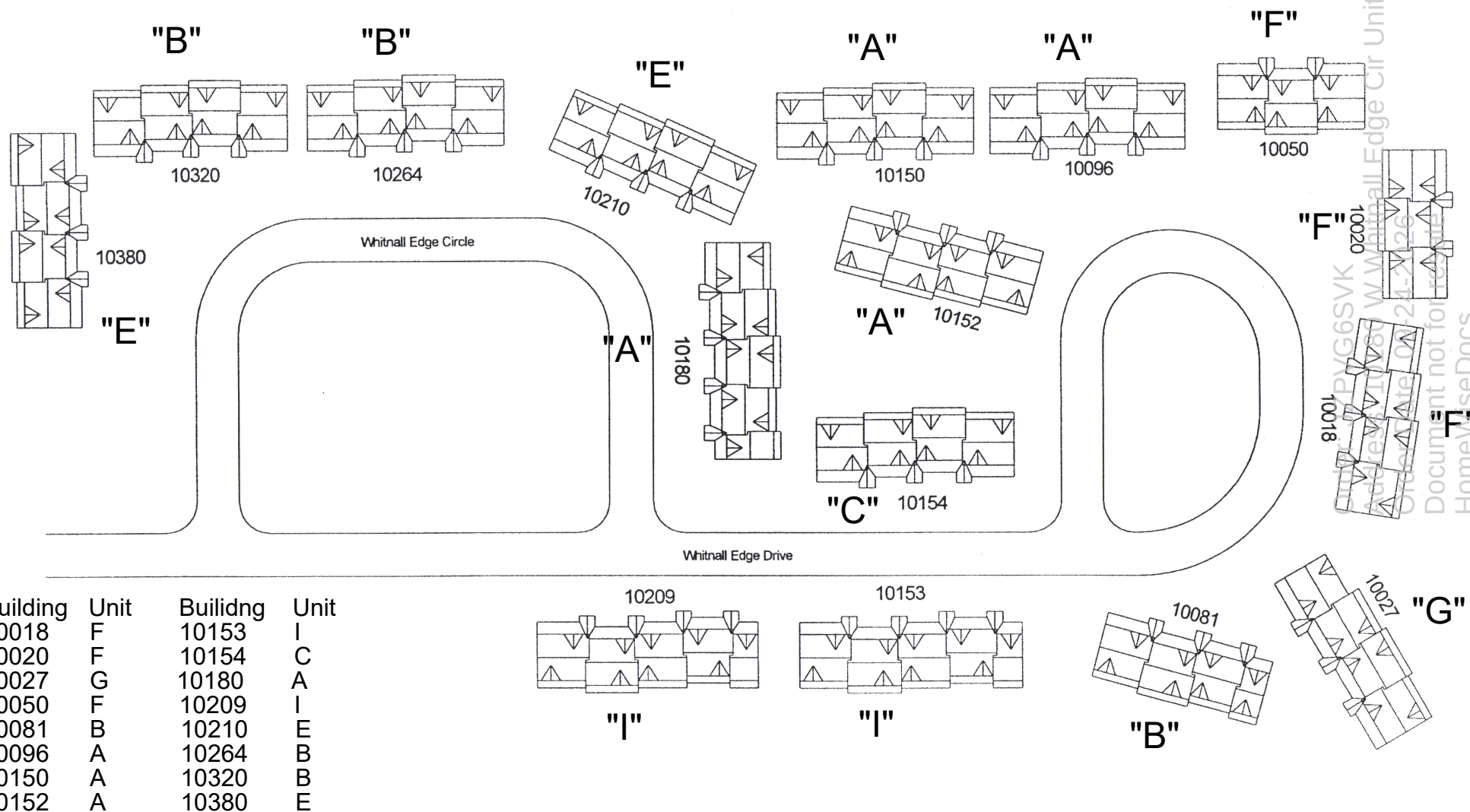
Unit owners are encouraged to contact the Franklin Police Department in the event of trespassers or inappropriate behavior.

Non-Emergency Number: 414-425-2522

Emergency Number: 911



Whitnall Edge II Condominium Association Water Main Shut-off and Fire Sprinkler Riser



Note 1: If you live in one of the units identified above, you are responsible for contacting the Franklin Fire Department if you change your locks.
Note 2: You are also responsible for informing a purchaser of your home the sprinkler riser is located in your unit.

WHITNALL EDGE II CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

Maintenance, Repair & Replacement Checklist

<u>ITEM</u>	<u>ASSOC'N MAINT REPAIR & REPLACE</u>	<u>OWNER MAINT REPAIR & REPLACE</u>	<u>DOC. REF.</u>	<u>NOTES</u>
Air Conditioner for Unit		X	Decl., Art. II; Rules and Regs, Sec. P	
Added modifications to unit		X	Decl., Art. II; Rules and Regs, Sec. P	
Bathtub		X	Decl., Art. II; Rules and Regs, Sec. P	
Cabinets-Bath & Kitchen		X	Decl., Art. II; Rules and Regs, Sec. P	
Ceiling fans		X	Decl., Art. II; Rules and Regs, Sec. P	
Decks	X		Decl. Art. V, Sec. 1	The Association can pass along maintenance cost to owners with decks through assessment; see Decl. Art. VI Section 5
Dishwasher		X	Decl., Art. II; Rules and Regs, Sec. P	
Doors in unit		X	Decl., Art. II; Rules and Regs, Sec. P	
Driveway	X		Decl. Art. V, Sec. 1	
Drywall cracks		X	Decl., Art. II; Rules and Regs, Sec. P	
Electrical wiring in wall	X		Decl. Art. V, Sec. 1	
Exterior Trim and Caulking	X		Decl. Art. V, Sec. 1	
Exterminating (critters & pests) in Unit		X	Decl., Art. II; Rules and Regs, Sec. P	
Fireplace in unit		X	Decl., Art. II; Rules and Regs, Sec. P	
Floor coverings		X	Decl., Art. II; Rules and Regs, Sec. P	
Front door		X	Rules and Regs, Sec. E(3)	*except for exterior painting, which is Association responsibility per Decl. Art. V, Sec. 1
Furnace		X	Decl., Art. II; Rules and Regs, Sec. P	
Garage door		X	Rules and Regs, Sec. E(3)	*except for exterior painting, which is Association responsibility per Decl. Art. V, Sec. 1
Garage door opener		X	Rules and Regs, Sec. E(3)	
Garbage disposal		X	Decl., Art. II; Rules and Regs, Sec. P	
Gutters & downspouts	X		Decl. Art. V, Sec. 1	
Lawn			Decl. Art. V, Sec. 1	
Light fixtures w/in Units		X	Decl., Art. II; Rules and Regs, Sec. P	
Light fixtures-Limited Common	X		Decl. Art. V, Sec. 1	
Light fixtures-Common	X		Decl. Art. V, Sec. 1	

<u>ITEM</u>	<u>ASSOC'N MAINT REPAIR & REPLACE</u>	<u>OWNER MAINT REPAIR & REPLACE</u>	<u>DOC. REF.</u>	<u>NOTES</u>
Light bulb, garage		X	Decl., Art. II; Rules and Regs, Sec. P	
Microwave		X	Decl., Art. II; Rules and Regs, Sec. P	
Painting interior		X	Decl., Art. II; Rules and Regs, Sec. P	
Painting exterior	X		Decl. Art. V, Sec. 1	
Patio/deck doors		X	Rules and Regs, Sec. E(3)	*except for exterior painting, which is Association responsibility per Decl. Art. V, Sec. 1
Patios	X		Decl. Art. V, Sec. 1	
Plugged drains		X	Decl., Art. II; Rules and Regs, Sec. P	
Plumbing pipes in wall	X		Decl. Art. V, Sec. 1	If the pipes serve only one unit it would then be the responsibility of the Unit Owner
Refrigerator		X	Decl., Art. II; Rules and Regs, Sec. P	
Roof	X		Decl. Art. V, Sec. 1	
Screen, window, storm door and patio door		X	Rules and Regs, Sec. E(3)	*except for exterior painting, which is Association responsibility per Decl. Art. V, Sec. 1
Shower		X	Decl., Art. II; Rules and Regs, Sec. P	
Shrubs and trees	X		Decl. Art. V, Sec. 1	
Sidewalks & stoop	X		Decl. Art. V, Sec. 1	
Siding	X		Decl. Art. V, Sec. 1	
Sinks		X	Decl., Art. II; Rules and Regs, Sec. P	
Smoke detectors		X	Decl., Art. II; Rules and Regs, Sec. P	
Snow removal	X		Decl. Art. V, Sec. 1	
Street maintenance	X		Decl. Art. V, Sec. 1	
Stove/oven/range		X	Decl., Art. II; Rules and Regs, Sec. P	
Sump Pumps	X		Decl. Art. V, Sec. 1	
Toilets		X	Decl., Art. II; Rules and Regs, Sec. P	
Trees	X		Decl. Art. V, Sec. 1	
Thermostats		X	Decl., Art. II; Rules and Regs, Sec. P	
Tuckpointing- Bricks	X		Decl. Art. V, Sec. 1	
Washer & dryer		X	Decl., Art. II; Rules and Regs, Sec. P	
Water heater		X	Decl., Art. II; Rules and Regs, Sec. P	
Watering, lawn, shrubs, trees	X		Decl. Art. V, Sec. 1	
Windows & Screen		X	Rules and Regs, Sec. E(3)	
Windows, interior staining		X	Decl., Art. II; Rules and Regs, Sec. P	