Rules and Regulations
Nicolet Parc Condo Association

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- Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required
- Maintenance, repair or restoration of roads, walks, driveways and surface parking areas which are a part of NICOLET PARC CONDOMINIUM or on easements for its benefit
- Snow and ice removal with regard to roads, walks, driveways and surface parking areas within NICOLET PARC CONDOMINIUM or on easements for its benefit.

7.3 **LIMITED COMMON ELEMENTS.** Each Unit owner, at his or her sole expense, shall be responsible for keeping the Limited Common Elements appurtenant to his or her Unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the Limited Common Elements without the prior written consent of the Board of Directors of the Association. Every Unit owner shall have the right to decorate the Limited Common Elements appurtenant to his or her Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall have the prior written approval of the Board of Directors of the Association.

7.4 **ASSOCIATION SERVICES.** The Association may provide any service or maintenance requested by a Unit owner or owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefor.

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 **RULES AND REGULATIONS.** The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including the following:

(a) Use. No Unit owner shall occupy or use his or her Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests, except as hereinafter provided. No trade or business shall be conducted on NICOLET PARC CONDOMINIUM or from any Unit, except that the owner of a Unit may use one or more rooms of a Unit as a "home office" so long as the owner continues to use the Unit as a private residence and except that the Declarant may use and occupy various Units as "model units" and sales offices as provided in the Declaration.

(b) Occupancy. Units in NICOLET PARC CONDOMINIUM shall not be used or occupied by any person or group of persons for a period of less than 30 consecutive days, except with prior written approval of the Association. The intent of this provision is to prohibit business, transient or similar uses of the Units which would involve multiple occupancies by different persons or groups of persons.

(c) Leases. Owners of Units in NICOLET PARC CONDOMINIUM (except for Declarant, who shall not be restricted in its ability to lease Units) may lease their Units only pursuant to the following terms and conditions:

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- The lease must be in writing, signed by the owner and the tenant and u[illegible] approved by the Association.
- The lease must specifically obligate the tenant to abide by the terms and co[illegible] the Declaration, these By-Laws, and all rules and regulations of the Association.
- Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant, and the term of the lease.

(d) Parking, Vehicle Maintenance and Obstructions. Each Unit in NICOLET PARC CONDOMINIUM includes an indoor parking garage. No overnight outdoor parking of trucks, trailers, boats, campers or recreational vehicles shall be allowed at any time. No parking of non-operating automobiles or other vehicles will be permitted outside of an indoor parking garage. Overhead garage doors shall be maintained in a closed state except as necessary to permit ingress and egress. No person shall occupy, park or otherwise use a vehicle so as to block access. No vehicle maintenance or lubrication shall be permitted anywhere in NICOLET PARC CONDOMINIUM, except washing of cars in driveways or maintenance performed within a garage. No playground equipment, bicycle racks or other obstructions may be placed on the Common Element areas except as the Association permits by rule or regulation. Declarant shall have the right to utilize the parking areas and to designate reserved parking spaces and overflow parking areas in connection with its sales efforts until the last Unit is transferred.

(e) Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in any of the Common Elements, except that a maximum total of two small dogs and/or domesticated cats (not exceeding forty (40) pounds in weight each) per Unit may be kept as household pets by Unit owners but dogs shall be allowed only in Units located on the first level (except in the event that a tenant before the creation of NICOLET PARK CONDOMINIUM purchases a Unit on the second level and had such pet in such second floor Unit before the purchase of its Unit, the owner shall be entitled to keep such pet in such Unit until the pet dies) and except for small fish kept in a fish bowl or aquarium within a Unit, provided any such pets are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations which may be adopted by the Association regarding same. A pet shall not be allowed at large within the Common Element areas and all household pets shall always be leashed and within the immediate control of a person at all times when outside of any building. All droppings must be picked up and disposed of by the person in control of a pet. Owners of pets shall take reasonable precautions and efforts to prevent their pets from being a nuisance or annoyance to other Unit owners or occupants.

(f) Obstructions. No person shall cause or permit the Common Element areas to be used as to deny any Unit owner or occupant the full use of the Common Element areas.

(g) Increase of Insurance Rates. Nothing shall be done or kept in any Unit or in any of the Common Elements which will increase the rate of insurance on the Common Elements, without the prior consent of the Association. No Unit owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of any of the Common Elements, or which would be in violation of any law or ordinance. No waste will be committed in the Common Elements.

(h) Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements, excepting reasonable signs in the window of a Unit showing the Unit "for sale" not larger than two (2) feet wide by two (2) feet in height without the prior written consent

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of the Association. Notwithstanding anything in the foregoing to the contrary, Declarant shall have the right to place posters, signs or advertising material on the Common Elements and at locations within Units which may be visible from the Common Elements without obtaining Association consent provided that the same are of a size as is usual and customary with developer sales of units in the area in which NICOLET PARC CONDOMINIUM is located.

(i) Driveway and Walkway Lights. Each Unit shall have an outdoor light illuminating the walkway appurtenant to such Unit as a Common Element. The Association shall maintain the walkway lights but the Unit owner shall be responsible for changing light bulbs as required. Outdoor lights illuminating the driveways into each garage shall be maintained by the Association.

(j) Flower Planting. Each Unit owner shall have the right to plant flowers and other foliage in the Common Element areas surrounding such Unit, as long as such plantings are properly cared for and controlled as determined by the Association. In the event that any Unit owner chooses not to plant flowers or other foliage around a Unit, the Association shall be responsible for landscaping around such Unit. In the event any Unit owner ceases planting of the Common Element areas around a Unit, such Unit owner shall return such areas to the same condition as Common Element areas maintained by the Association.

(k) Noxious and Illegal Activity. No noxious, offensive or illegal activity shall be carried on in any Units or in the Common Element areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(l) Hanging of Items. The hanging of garments, rugs or other items from patios, doors, windows, balconies and other facades of the Unit is prohibited, except for reasonable holiday decorations.

(m) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

(n) Installation of Items and Storage. No awnings, canopies, shutters, enclosures, windows or doors, outside radio or television antennas, satellite dishes, fixed grills or any other exterior equipment or fixtures of any kind shall be installed unless first approved by the Association. All Units on the second level shall have carpeting in all areas except for kitchens and bathrooms and no other flooring types shall be installed in second level Units without the consent of the Associations. All grills must be covered. Common Elements and Limited Common Elements, including patios and balconies, shall not be used for storage of any kind, including, but not limited to, the storage of trailers, campers, camping trucks, boats or other marine craft, motorcycles, mopeds, snowmobiles, and motorized vehicles, baby carriages, bicycles or wagons.

(o) Waste. Unit owners shall keep their Units and Limited Common Elements appurtenant thereto clean and litter free. No garbage container shall be permitted to remain at the pickup site for more than twelve (12) hours after pickup. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. The Association reserves the right to require uniform waste receptacles throughout NICOLET PARC CONDOMINIUM. Such right shall be exercised by written notice to the Unit owners who shall then be responsible for obtaining such uniform receptacles at the individual Unit owner's expense. Each Unit owner shall comply with present and future federal, state and local laws, ordinances, regulations and orders regarding collection, sorting, separating and recycling of waste products. Each

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Unit owner shall hold harmless and indemnify the Association and each other Unit owner for the indemnifying Unit owner's failure to observe this section.

(p) Conflict. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

(q) Enforcement. The foregoing rules and regulations and other rules and regulations adopted by the Association shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines of not less than $50 per violation to be charged and assessed by the Association uniformly against the owners of Units who violate or whose guests or Unit occupants violate such rules and regulations. Such fines shall be charged and assessed against the subject Unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefor.

8.2 **ASSOCIATION RULES.** The Association, acting through the Board of Directors, may approve and distribute to Unit owners additional rules and regulations, and amendments to such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 6.2 herein. All such rules and regulations shall be in writing and shall be distributed to the Unit owners no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, or repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 8.1 of these By-Laws may be amended only as provided in Article X.

ARTICLE IX

General

9.1 **FISCAL YEAR.** The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 **ADDRESS.** The mailing address of the Association shall be 500 West Bender Road, Milwaukee, Wisconsin 53217, until such time as Declarant has sold all Units in the Condominium, at which time a new mailing address may be designated by the Association.

9.3 **SEAL.** The Corporation shall have no seal.

ARTICLE X

Amendments

10.1 **BY MEMBERS.** These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Unit owners having sixty-seven percent (67%) or more of the votes in the Association.

10.2 **RIGHTS OF DECLARANT.** No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

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