Rules and Regulations
Cross Wind Cove Condominium Owner's Association Inc.

Order: T2XBBHB82
Address: N34W23820 Adam Ct Unit A
Order Date: 07-24-2019
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CROSS WIND COVE CONDOMINIUM OWNER'S ASSOCIATION, INC.

RULES AND REGULATIONS
AMENDED MARCH 1, 2010

Under the Declaration of Cross Wind Cove Condominium and the Association's Bylaws, the Association, through its Board of Directors, has been granted authority to make rules and regulations regarding various matters, including use of the common areas within the Development. The Association's Board of Directors has adopted the following rules and regulations. All rules and regulations are effective as of March 1, 2010.

These rules and regulations are intended to benefit the residents as a whole by creating certainty to, among other things, how the Association's common areas may be utilized and what conduct will be permitted within the Development. The Board of Directors believes that these rules and regulations will, in turn, make living in the Development more enjoyable for the residents as a whole and will help enhance property values. The Board has worked very hard to create rules and regulations that are not overly burdensome to individual condominium owners and that provide condominium owners with some autonomy with respect to their units, but that can be evenhandedly and fairly applied to all residents.

Penalties for violation of these rules and regulations will be assessed by the Board of Directors under Article VIII of the By Laws. Fines must be paid in 30 days or will become a lien against the property.

1. PETS AND PET EXCREMENT.

Except as provided below, no animals, livestock, reptiles, poultry or birds of any kind shall be raised, bred or kept within the Development.

The Association may issue a permit to the occupant of a condominium to keep two medium-size dogs limited to 50 pounds each (no guard-type dogs shall be permitted) or two domestic cats or one medium-size dog and one domestic cat and other small household pets (such as fish, canaries or parakeets) provided that they are not kept, bred or maintained for any commercial purposes. No pets shall be permitted which cause an unreasonable disturbance, a nuisance or are harmful in any way to the development or those occupying or owning therein. All pets must be leashed and attended while outside. PETS NOT ON A LEASH OR LITTERING WILL BE SUBJECT TO A $50.00 FINE FOR EACH OCCURANCE. Pet excrement in common areas must be removed immediately by the owner or occupant of the condominium in which the pet resides.

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Any owner or occupant of a condominium within the Development who desires to keep a pet within the condominium shall apply to the Association for a permit to keep such pet. The permit issued by the Association, which shall be in the form of Exhibit A to these rules, shall be deemed a revocable license which may be revoked at any time following notice and a hearing before the Association's Board of Directors if, in the reasonable judgment of the Association's Board of Directors, such licensed animal is or becomes offensive, a nuisance, or harmful in any way to the Development or those occupying or owning therein.

2. ALTERATIONS TO BUILDING EXTERIORS.

Any structural changes to a unit or to the exterior of a building must first be approved by the Association. These changes would include, by way of example, adding a storm door to a unit, attaching non-seasonal decorations to a building, adding flower boxes, adding a patio or deck to a building, or any other structural changes to a unit or to the exterior of a building.

The Board of Directors has adopted a policy of approving only full window storm doors of approved color within the Development.

A resident who desires to make a change or alteration to the exterior of a condominium which would require approval of the Association, should submit in written form to the Board of Directors a description of the building on which such change is contemplated, and a description of the proposed change. Drawings or sketches of the proposed change should be submitted when appropriate.

Any resident who fails to comply with this procedure does so at his or her own risk that the Association might not approve the change and might require the owner, at the owner's expense, to return the exterior of the building to the condition in which it was in immediately prior to the change. Additionally, the Association at its option may require the owner to remove any exterior decorations or other additions and, if the owner fails to do so, the Association may undertake that action and bill the unit owner for the cost of removal and repair

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3. DECORATIONS and LAWN JEWELRY:

Decorations and lawn jewelry will be permitted in the area of the owner's deck ONLY. No attachments or decorations will be allowed to be affixed to the building's exterior in any other location with the following exceptions:

1. In regard to Holiday decorations, one wreath or similar decoration where a nail must be applied to the house will be allowed. Wherever possible a non-rusting nail or screw should be used. Residents are invited to use string lights on bushes and shrubs in common areas or those mulch beds attached to owner's home. Decorating of common areas without prior written approval of the Board is not allowed. Holiday decorations must be removed by February 1.

2. One flag pole may be affixed to either side of the garage door with an American or decorative flag. Any flag must be in good condition and not generally considered offensive.

3. Name plates no more than six inches in height and long enough to comfortably include the name will be allowed over the center of the garage door.

4. Flowers may not be planted around or decorations affixed to any light pole.

5. One staff up to six feet tall may be installed in a mulch bed attached to the owner's house with a bird feeder or planter attached.

Bird feeders and bird baths are considered lawn jewelry. Seasonal decorations (example, Christmas), are not to be stapled or nailed to the building and must be removed promptly. If not removed the Board will remove the decorations and charge the cost of removal to the home owner. A maximum of 2 hanging flower baskets may be attached under the overhang with hooks. No other brackets, non-seasonal decorations, decorative signs or flag holders may be attached and if present must be removed within 30 days of this notice. FINES WILL APPLY.

4. SCREENED-IN PORCHES.

As of the effective date of these rules and regulations, no screened-in porches will be permitted within the Development.

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5. COMMON AREAS. INCLUDING BERMS AND GREEN AREAS.

Under the Association's Condominium Declaration and Bylaws, the Association is responsible for the maintenance of all common areas. All landscaping, plantings and decorations are to be performed by the Association.

PLANTINGS: Planting is allowed in the owners LIMITED COMMON AREAS ONLY. Plants or trees will not be permitted in the common area unless specifically approved in advance by the Board. FINES WILL APPLY.

Except for the garden areas located immediately adjacent to decks and patios, and the mulched areas immediately adjacent to a building, residents may not make any plantings in, or otherwise alter or add to the landscaping of, any common areas, including the grassy areas and berms without prior written approval of the Board..

Additionally, residents may not place birdfeeders, birdbaths, statues, other "lawn jewelry, or any other decorations in berm areas or common areas; any such items located in these areas should be removed immediately. Birdbaths, statues, lawn jewelry and other decorations of reasonable size (not more than three feet high or wide) and quantity may be placed on a resident's deck, patio, or front porch or the mulched areas immediately adjacent to a building, but not on driveways or walkways.

6. LATE PAYMENT PENALTY POLICY.

All monthly fees are due on the first of each month. Any fees not postmarked on or before the fifteenth day of each month, will be subject to a one time $25.00 penalty and interest at the lesser of 1.5X per month or the highest legal interest rate, will accrue on the overdue amount beginning as of the date the payment was due (i.e., the first day of the month for which the payment was due). Additionally, the delinquent unit owner will be required to pay any and all of the Association's costs of collection, including its reasonable attorney's fees.

Similarly, any special assessments or penalties levied by the Association from time to time shall be due on the due date established by the Association's Board of Directors. Any payments not postmarked on or before the fifteenth day after the due date will be subject to the penalty and interest provisions described above and the Association will be entitled to recover its costs of collection, including reasonable attorneys' fees, from the delinquent unit owner.

All owners with an outstanding balance over sixty (60) days are subject to lien and possible foreclosure action.

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7. CONTRACTORS.

The Association's Board of Directors engages a variety of contractors to perform services at the Development (i.e., lawn mowing, landscaping, weeding, fertilizing, painting, drive sealing, etc.). Unit owners should not communicate directly with the contractors. Any suggestions, questions, requests, criticisms or other communications should be directed to the Association's Board of Directors or to the manager of the Development.

8. GARBAGE DISPOSAL.

All garbage placed for curbside pick up must be contained in plastic or other garbage containers. All recyclables must be place out in accordance with municipal guidelines. All items must be secured so they will not be blown away by the wind

Garbage may not be placed outside for curbside pick up before dusk of the night before the garbage is to be picked up.

9. PARKING.

No vehicles may be parked overnight on the roadways within the Development; all vehicles (whether owned by occupants of a condominium or visitors) must be parked in driveways. The Association, under special circumstances, may grant parking permits for limited periods of time. Violators of this rule will be subject to a fine per occurrence and having their vehicle towed at the owner's expense.

The parking of boats, campers, trailers, and work-type vehicles (vans / trucks with signage on them) on driveways for an extended period of time is not allowed. Short stays of less than forty eight (48) hours to clean/load your boat or camper is acceptable.

10. SIGNS.

No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements or in his respective unit, if such sign be seen from any portion of the common elements; except for name plates which shall be uniform in size and design and approved by the Board of Directors. Except as permitted below:

A unit owner may display one "For Sale" sign in connection with a bona fide openhouse being conducted in an attempt to sell the condominium. The sign may be displayed only during the open house. A resident may hold not more than one open house per week and an open house may not last more than six (6) hours. A resident that desires to display a "For Sale" sign pursuant to this rule, must first provide the Association with at least seven (7) days prior written notice.

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11. REPAIRS TO CONDOMINIUMS.

Pursuant to the Condominium Declaration, the Association is responsible for the maintenance and repair of the common areas and facilities. By way of example, the common areas include common sidewalks; the common lawn; parking areas other than garages; the roadways; electric, telephone, communications, gas, water and sewer lines or pipes that service the Development and the condominiums, except to the extent that such are limited common elements.

Condominium owners are responsible for the repair and maintenance of the interior elements of their condominiums, including attic space above each upper unit, electric, telephone communications, gas, water and sewer lines and pipes within each unit; all windows, window frames and doors, including all glass in all units and doors; and all heating and air conditioning systems serving a condominium.

Generally, any condominium owner who believes a repair to a unit is the responsibility of the Association, should contact the Manager to report the needed repair.

12. DECKS. PATIOS AND PORCHES.

Patios, decks and porches may not be used for storage, including but not limited to the storage of motorcycles, baby carriages, bicycles, wagons, lawn jewelry or other items, or for the airing or drying of laundry, carpet, rugs or other items. Drying of laundry in an open garage will also not be permitted.

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13. NOISE

Common courtesy dictates the owners will not disturb their neighbors with loud radios or parties before 8 a.m. or after 11 p.m., or act in such a way as to cause unnecessary noise in the area. FINES WILL APPLY.

14. LEASING OF CONDOMINIUMS.

Any condominium owner (other than the developer) may lease a condominium for a term of not less than six (6) months, provided that such condominium owner shall have first occupied the condominium for a period of six (6) consecutive months and provided further that any lease or rental agreement be in writing. Any person occupying a unit with the authority of an owner shall comply with all of the provisions of the Condominium Declaration, the By-Laws and the Association's Rules and Regulations imposed on an owner, and a breach of such lease. Each such lease shall contain a provision making a breach of any of the provisions of the Condominium Declaration or the By-Laws or Rules and Regulations of the Association a breach under the lease. A copy of the lease shall be provided to the manager of the development. No rooms in any condominium may be rented, and no transient tenants may be accommodated.

15. GENERAL.

These rules and regulations may be amended from time to time by the Association's Board of Directors without notice or hearing to condominium owners and occupants, but a copy of any such amendments or modifications shall be mailed to each condominium owner or occupant at his or her condominium before such owner or occupant shall be subject to any such amendments or modifications.

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Crosswind Cove Condominium Association, inc

Rules and Regulations Enforcement Policy

Effective March 1, 2010

Distribution of Rules and Regulations

A copy of the Crosswind Cove Condominium Association, Inc. Rules and Regulations shall be distributed to all homeowners. Homeowners are responsible for distributing the Rules and Regulations to their tenants. After *a* resale, new homeowners will receive a copy from the Property Management Company,

Violation Letters & Violation Assessments

1. The Property Manager will be canvassing the community on a regular basis at which time any violation of the Rules and Regulations will be noted.

2. All complaints of rules violations reported by a homeowner must be submitted in writing to the Property Management Company. No complaint will be investigated until the written complaint is received.

3. Once the Property Management Company receives and confirms the complaint, a letter will be sent to the homeowner indicating the nature of the violation and requesting voluntary compliance.

4. If the homeowner is not in compliance within ten (10) days of the date on the citation letter, a second letter will be sent to the homeowner requesting compliance within ten (10) days. This letter will also inform the homeowner that failure to comply will result in a $50.00 fine assessment.

5. Any homeowner may appeal a violation or assessment charged by the Association by delivering a written request for a hearing to the Property Management Company within thirty (30) days of the date the citation was issued or the date such an assessment or levy was charged. The Board of Directors will hear such appeals at their next regularly

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scheduled meeting. The disposition of any assessment shall be made retroactive to the date of citation at such hearing.

6. If the violation is corrected within that ten (10) day timeframe, the case is closed.

7. If the homeowner has not complied with the terms of the second letter by the end of the ten days, a third letter will be sent.

8. The third and final letter will state that a $50.00 assessment has been imposed and informs the homeowner that if the violation is not corrected immediately, the homeowner will be charged an additional $5.00 per day until the violation is corrected.

9. It shall be the policy of the Crosswind Cove Condominium Association, Inc. to levy assessments on homeowners who violate (or whose guests or tenants violate) any section of the Declaration, Byiaws or Rules and Regulations.

10. Assessments shall be charged to homeowners in amounts such as the Board of Directors may approve, from time to time.

11. If the violation remains uncorrected thirty (30) days from the date of the third letter, the Association has the right to perform the required correction and assess the homeowner any costs related to that correction.

12. Any assessment levied against a homeowner, in accordance with these procedures, shall be classified as an assessment against that homeowner by the Association. Accordingly, the Association shall have the authority to pursue any and all remedies available to it under Wisconsin law. including but not limited to. the filing of condominium assessment liens and foreclosure of title.

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CROSS WIND COVE CONDOMINIUM OWNER'S ASSOCIATION, INC.

AMENDED RULES AND REGULATIONS

DECEMBER 1, 2011

This amendment updates and replaces the like numbered sections of the RULES AND REGULATIONS published on MARCH 1, 2010. All other RULES AND REGULATIONS ***not*** updated by this amendment remain current.

Under the Declaration of Cross Wind Cove Condominium and the Association's Bylaws, the Association, through its Board of Directors, has been granted authority to make rules and regulations regarding various matters, including use of the common areas within the Development. The Association's Board of Directors has adopted the following rules and regulations. These amended rules and regulations are effective as of December 1, 2011.

These rules and regulations are intended to benefit the residents as a whole by creating certainty to, among other things, how the Association's common areas may be utilized and what conduct will be permitted within the Development. The Board of Directors believes that these rules and regulations will, in turn, make living in the Development more enjoyable for the residents as a whole and will help enhance property values. The Board has worked very hard to create rules and regulations that are not overly burdensome to individual condominium owners and that provide condominium owners with some autonomy with respect to their units, but that can be evenhandedly and fairly applied to all residents.

Penalties for violation of these rules and regulations will be assessed by the Board of Directors under Article VIII of the By Laws. Fines must be paid in 30 days or will become a lien against the property

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6. LATE PAYMENT PENALTY POLICY.

All monthly fees are due on the first of each month. Any fees not postmarked on or before the fifteenth day of each month, will be subject to a $25.00 late fee for each late payment. Additionally, the delinquent unit owner will be required to pay any and all of the Association's costs of collection, including its reasonable attorney's fees.

Any special assessments or penalties levied by the Association from time to time shall be due on the due date established by the Association's Board of Directors. Any payments not postmarked on or before the fifteenth day after the due date will be subject to a one time $25.00 penalty and interest at the lesser of 1.5% per month or the highest legal interest rate, will accrue on the overdue amount beginning as of the date the payment was due (i.e., the first day of the month for which the payment was due). The Association will be entitled to recover its costs of collection, including reasonable attorneys' fees, from the delinquent unit owner.

All owners with an outstanding balance over sixty (60) days are subject to lien and possible foreclosure action.

9. PARKING.

Home owners with only one vehicle must park that vehicle in their garage. Home owners with two vehicles must park both vehicles in their garage. Home owners with written approval for three vehicles must park two of the vehicles in their garage and one vehicle in the driveway leading to their garage. Over sized vehicle(s) owned by the Home owner(s) that do not fit within the interior of the garage may park that vehicle(s) in the driveway that leads to their garage with written approval. This exception is limited to a maximum of two over sized vehicles in the driveway.

All Home Owner vehicles must be in mechanically sound and working condition. Any damage caused by a Home Owners vehicle to limited common or common areas such as but not limited to leaking fluids will be repaired by the Association at the Home Owners expense.

No vehicles may be parked overnight on the roadways within the Development; all vehicles (whether owned by occupants of a condominium or visitors) must be parked in driveways. The Association, under special circumstances, may grant parking permits for limited periods of time. Violators of this rule will be subject to a fine per occurrence and having their vehicle towed at the owner's expense.

The parking of boats, campers, trailers, and work-type vehicles (vans/trucks with signage on them) on driveways for an extended period of time is not allowed. Short stays of less than forty eight (48) hours to clean/load your boat or camper is acceptable.

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12. DECKS. PATIOS AND PORCHES.

Patios, decks and porches may not be used for storage, including but not limited to the storage of motorcycles, baby carriages, bicycles, wagons, lawn jewelry or other items, or for the airing or drying of laundry, carpet, rugs or other items. Drying of laundry in an open garage will also not be permitted. The use and or storage of a hot a tub, spa or pool is not permitted on any deck, patio, limited common area or common area. The reasonable use of a children's temporary splash pool is permitted with the following limitations:

A). The size of a temporary splash pool may not exceed six (6) feet in diameter and one (1) foot in height.

B). Temporary splash pools must be drained and removed at the end of each day. Extended storage of a temporary splash pool on limited common or common areas is not permitted.

C). Home owner(s) is/are responsible for any injury or damage caused by the use of a temporary splash pool.

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CROSS WIND COVE CONDOMINIUM OWNER'S ASSOCIATION. INC.

PET PERMIT

The Association hereby issues this permit to:

Name: _____

Unit Address: _____ **Pewaukee. WI 53072**

To keep the following described pet(s):

Type of Animal _____ Description _____ City License (if any)

Type of Animal _____ Description _____ City License (if any)

Such permit is issued subject to the terms and conditions set forth below and in the applicable provisions of the Crosswind Cove Condominium Declaration and the Association's By-Laws and Rules and Regulations.

This permit constitutes a revocable license and may be revoked following notice to the pet owner and a hearing before the Association's Board of Directors if, in the reasonable judgment of the Association's Board of Directors, there is any breach of this license or the Cross Wind Cove Condominium Declaration or the Association's By-Laws or Rules and Regulations related to pets, or for any other reason permitted in the Condominium Declaration. Upon revocation of this permit, the permit holder shall dispose of the pet within a reasonable period of time, but not more than thirty (30) days. A permit holder shall be responsible for any costs, including, but not limited to, reasonable attorneys' fees, incurred by the Association in enforcing its rights hereunder, which may be added as a special assessment against the condominium for which the permit was issued.

CROSS WIND COVE CONDOMINIUM OWNER'S ASSOCIATION, INC.

By: _____

Dated: _____. 20___ Title: _____

The undersigned hereby acknowledges receipt of a copy of the Cross Wind Cove Condominium Rules and Regulations and, in consideration of the issuance of this license, agrees to be bound by the terms thereof.

Dated: _____. 20___ _____

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CROSSWIND COVE HOME OWNER'S ASSOCIATION, INC.

AMENDMENT TO THE RULES AND REGULATIONS

MARCH 1, 2013

(PLEASE ADD TO YOUR CURRENT RULES AND REGULATIONS)

As per the City of Pewaukee Fire Department, code 308.1.4, the use and or storage of charcoal, gas or any other open flame cooking devices (grills) on wooden decks is prohibited with the following exceptions:

1). Buildings with no more than two (2) units are exempt.

2). Buildings with more than two units that have poured concrete patios rather than a wooden deck.

Home Owners of these units may only use their grill on the poured concrete patio while positioned at least ten (10) feet from any flammable material.

Electric grills and a gas grills with a fuel tank holding capacity not exceeding 1 pound (0.454 kg) of gas can be used by Home Owners in buildings with any number of units in them.

Home Owners are welcome to wheel their grills onto a lawn area or driveway for use (again at least ten (10) feet from any flammable material. Grilling in any garage is strictly prohibited.

For questions regarding this matter contact the Pewaukee Fire Department directly at (262) 522-2500.

Grills from affected units should be stored in the Home Owner's garage *ONLY* when the grill is cold and safe for storage.

Grills may not be stored on sidewalks or any landscaped area.

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Grills & Fire Code Requirements

Play it safe! Please no gas or charcoal grills on your decks or balconies!



Cross Wind Cove has recently been visited by the Pewaukee Fire Department and several violations were noted. The Fire Department will be performing another inspection very soon and will be issuing citations to those homeowners who are not in compliance with the information listed below:

Cooking on Decks and Balconies

The International Fire Code prohibits any cooking on a balcony or within 10' of any structure, **(decks are considered structures)**, of a condominium. The only exception is for electrical cooking appliances such as electric grills.

The City of Pewaukee stipulates grills CAN NOT be stored on the wooden decks in buildings with more than 2 units.

The specific code section is as follows:

308.1.4 Open-Flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One-and two-family dwellings.
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.
3. LP-gas cooking devices having LP-gas container with a water capacity not great than 2 ½ pounds (nominal 1 pound (0.454 kg) LP-gas capacity)

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CROSS WIND COVE CONDOMINIUM OWNER'S ASSOCIATION, INC.

AMENDED RULES AND REGULATIONS

OCTOBER 2, 2017

This amendment updates and replaces the like numbered section(s) of the RULES AND REGULATIONS published on DECEMBER 1, 2011. All other RULES AND REGULATIONS ***not*** updated by this amendment remain current.

Under the Declaration of Cross Wind Cove Condominiums and the Association's Bylaws, the Association, through its Board of Directors, has been granted authority to make rules and regulations regarding various matters, including use of the common areas within the Development. The Association's Board of Directors has adopted the following rules and regulations. These amended rules and regulations are effective as of October 2, 2017.

These rules and regulations are intended to benefit the residents by creating certainty to, among other things, how the Association's common areas may be utilized and what conduct will be permitted within the Development. The Board of Directors believes that these rules and regulations will, in turn, make living in the Development more enjoyable for the residents and will help enhance property values. The Board has worked very hard to create rules and regulations that are not overly burdensome to individual condominium owners and that provide condominium owners with some autonomy with respect to their units, but that can be evenhandedly and fairly applied to all residents.

Penalties for violation of these rules and regulations will be assessed by the Board of Directors under Article VIII of the By Laws. Fines must be paid within 60 days or will become a lien against the property.

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AMENDMENT TO CROSSWIND COVE CONDOMINIUM ASSOCIATION' S

RULES AND REGULATIONS

October 2, 2017

9). PARKING.

Overnight parking for Home Owner's with only one vehicle must park that vehicle in their garage. Overnight parking for Home Owner's with two vehicles must park both vehicles in their garage. Overnight parking for Home Owners with three vehicles must park two of the vehicles in their garage and only one vehicle outside in the driveway directly in front of their garage. With written approval one (1) over-sized vehicle owned by any Home Owner that will not fit within the interior of the garage may be parked outside in the driveway directly in front of their garage. A written request that includes the make, model and year of the vehicle must be submitted by the Home Owner(s) to the Board to determine the eligibility of the vehicle for over-sized status. Only one Home Owner vehicle may be parked outside overnight in the driveway that serves their unit. If a Home Owner's vehicle is parked overnight in the driveway serving their unit it must be parked leaving not less than three (3) feet and not more than five (5) feet between the vehicle and the Home Owner's garage door. This distance is required for the Development's contracted services.

All Home Owner vehicles must be in mechanically sound and working condition. Any Home Owner vehicle and its visible content that is parked outside must be conducive to the Development's aesthetic appearance. Any damage caused by a Home Owner's vehicle to common areas such as but not limited to leaking fluids will be repaired by the Association at the Home Owners expense.

No vehicles may be parked overnight on the roadways within the Development; all vehicles (whether owned by occupants of a condominium or visitors) must be parked in driveways. The Association, under special circumstances, may grant parking permits for limited periods of time. Violators of this rule will be subject to a fine per occurrence and having their vehicle towed at the owner's expense.

The over-night parking of boats, campers, trailers, RV's, and work-type vehicles (vans/trucks with signage on them) on common areas including driveways and roadways without written permission of the Management is forbidden.

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