Cherrywood Village Condominiums

Rules and Regulations

Updated February 2020, January 2024 and May 2024

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INTRODUCTION

The Board of Directors and the Management Company would like to welcome you to Cherrywood Village Condominium Association. We are pleased that you have chosen to reside at Cherrywood Village and hope that you will enjoy your home.

Condominium living may require an adjustment for some individuals because it is different from a private residence. Rules governing the day-to-day use of the property have been adopted by the Board of Directors as detailed in this booklet. All residents are subject to all provisions of the Condominium Declaration, Bylaws and these Rules and Regulations. At times these documents or actions taken by the Board might not be in direct accord with actions that an Owner might take for a private residence. However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all. It is essential for all Residents to demonstrate an attitude of courtesy, responsibility and community involvement.

Owners of Cherrywood Village pay a monthly maintenance fee to cover the expense of major functions that are performed for the benefit of all Residents. The fee includes such things as lawn care, snow removal, pool maintenance, insurance, legal counsel, professional services and the funding of a reserve or "savings" account. Whenever work is done by volunteers, the Association saves money.

Although we pay a professional company to coordinate daily operations and financial matters, the overall responsibility of the property still belongs with the Owners. Cherrywood Village thrives on the help of volunteers. Members of the Board of Directors and committees all work without compensation. Their reward is the satisfaction of helping to maintain an attractive, pleasant place to live. All owners should be aware of their responsibility to volunteer some of their time and talent to the Association. If you want to volunteer to help in some way contact the Management Company.

The Board of Directors reserves the right to levy fines on any issues not spelled out herein. New issues arise from time and time, and the Board has the right to deal with those issues on a case by case basis.

PROFESSIONAL MANAGEMENT COMPANY

As noted above, Cherrywood Village benefits from the services of a professional company.

Hunt Management Incorporated, AAMC
10520 N. Baehr Road, Suite Q.
Mequon, Wisconsin 53092
262-238-1480 Phone / 262-238-1485 Fax

While the Management Company takes direction from and reports to the Board of Directors, it is responsible for the day-to-day administrative, financial and property maintenance affairs of the Association. Therefore, any and all related questions, comments, or concerns should be directed to the Management Company. The manager meets with the Board of Directors on a monthly basis to discuss matters of concern to the Association, solicit Board direction and share owner concerns.

CONDOMINIUM DOCUMENTS

A. Pursuant to the Condominium Declaration, page 2(f), the term Common Element means... "all portions of the Property, except the Units, including, without limitation, the land, foundations, walls, hallways, stairways, entrances and exits, laundries, mechanical equipment areas, storage areas, office of the building manager, incinerator, elevators, boilers, the boiler room, roofs, pipes, ducts, electrical wiring and inclusive, public utility lines, structural parts of the Building, outside walks and driveways, landscaping and all other portions of the Property except the individual Units. Structural columns located within the boundaries of the Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for the purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way."

B. Pursuant to the Condominium Declaration, page 3(j), the term Limited Common Element means... "all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration or on the Plat. Said Limited Common Elements shall include, but shall not be limited to, pipes, ducts, electrical wiring, and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, such partitions of the perimeter walls, floors and ceiling, doors, vestibules windows and entryways and all associated fixtures and structures therein, as lie outside the Unit boundaries and serve exclusively a single Unit or adjoining Units, as aforesaid."

C. Each Unit Owner should receive a copy of the condominium documents (Condominium Declaration, Articles of Incorporation and Bylaws) from the previous owner. The Unit Owner is responsible to be familiar with the content of these documents. If the documents are not transferred or lost, the new owner is responsible to obtain a replacement copy from the Management Company.

D. Each Unit Owner or Unit Renter should obtain from Seller or Landlord, a copy of the Association Rules and Regulations and familiarize themselves with them within 7 days of occupancy. A copy of the Rules can be obtained from the Management Company. A Unit Owner or Renter's failure to obtain a copy of the Rules, or ignorance of same, shall not constitute a justifiable reason for non-compliance.

RULES AND REGULATIONS

A. PARKING

A.1 GENERAL PARKING

A.1.a Each Unit is assigned one outside parking space for their vehicle(s). Each Resident must park their vehicle(s) in this assigned space only. If the Resident has more than one vehicle, an additional parking space may be leased to the owner by the Management Company if a space

is available. These spaces will be outside or in the underground parking garage at the current rental rates.

A.1.b All owners/occupants at Cherrywood Village Condominiums may submit a written complaint (e-mail or a letter) to the Board of Directors or the management company if someone is parked in their assigned parking space. The owner/occupant must include their assigned space number, the make, model, color and license plate of the vehicle in their space and the time and date. The Board of Directors or management company may then call a towing company and have the unassigned vehicle towed at the owner's expense once the complaint is received.

A.1.c All Residents must register all their vehicle(s) with the Management Company of the Association within 7 calendar days of occupancy. All Residents must notify the Management Company within 7 calendar days of any changes to their vehicles (i.e., different vehicle, new plates, etc.)

A.1.d Permitted vehicles include any automobile, truck, or motorcycle with a gross vehicle weight not exceeding 5,000 pounds. Trailers, recreational vehicles including, but not limited to, all types of campers, motor homes, RV's, boats, or other marine craft, snowmobiles, or ATV's are not permitted on the property at any time. They are to be parked only on the Green Bay access road. For special temporary circumstances, arrangements must be made in advance thru the Management Company.

A.1.e Parking is reserved for resident vehicles only. Parking spaces are for vehicles only and no other item is to be stored or left in parking spaces.

A.1.f The Board of Directors at their sole discretion reserves the right to require any damaged vehicle to rent a space in the East rear lot, or remove the vehicle from the property.

A.1.g Each vehicle must display a Cherrywood Village parking sticker on the passenger side of the front windshield.

A.1.h All vehicles parked in outdoor spaces must be parked so their front tire is within 6 inches of the curb (or edge of drive) to allow unimpeded traffic flow. Vehicles may not be backed into the outdoor parking spaces. All owners/occupants must be parked in between the two lines and must not interfere with a neighboring parking space.

A.1.i One motorcycle may also be parked in a resident's parking space (either assigned or rented), if the combined length of the total contents does not exceed 19 feet. A protective plate must be placed under the motorcycle rest stand when the vehicle is parked on asphalt.

A.1.j Abandoned, inoperative, or unlicensed vehicles are not permitted on the property. Vehicles may not be stored on the property unless a space is rented specifically for that purpose. A vehicle that is not driven on a weekly basis is to be considered stored. Month to month rental of an underground parking space is available for vehicle storage at a rate to be determined by the Board of Directors. The Board may require removal of a "stored" vehicle

at any time to accommodate regular parking needs. Stored vehicle must be in compliance with all other Rules and Regulations.

A.1.k Vehicles with snowplows attached are permitted on the property with board approval only. These vehicles are only be parked in the back lot and the plow may not exceed 7 feet in width.

A.1.l Traffic flow on Cherrywood Lane is in a clockwise direction. Maximum speed on Cherrywood Lane is 10 miles per hour. Exiting through the North Cherrywood Lane entrance is strictly prohibited unless in an emergency or access to the South exit is blocked.

A.1.m Visitor parking spaces are reserved solely for the use of guests of residents of Cherrywood Village. Except as permitted for snow removal, no Resident shall ever place their vehicle in a visitor's space.

A.1.n Each Unit is permitted to use a visitor's space a maximum of 21 times per calendar year. For special arrangements due to special circumstances, permission must be arranged in advance thru the Management Company during normal business hours. In cases where a Unit Owner is required to rent a space for a frequent guest, the Unit Owner must designate a specific vehicle for that space. Said vehicle shall be registered and classified as a "Resident Vehicle" and all resident vehicle rules will apply.

A.1.o Each Unit is subject to a limitation on the number of vehicles that may be parked on the property. The maximum number of vehicles is three. A Unit may rent a maximum of two spaces. This is limited to either two outdoor spaces or one indoor and one outdoor space, or two indoor spaces (subject to limitations, see A.2). This rule may not be circumvented by using, renting, or leasing a space from another Unit Owner.

A.1.p For rules related to snow parking rules, see Section "G".

A.2 UNDERGROUND PARKING

A.2.a Underground parking is available on a first come, first serve basis to Cherrywood Village residents. Rental rates are determined by the Board of Directors. Leases are on an annual basis and begin at the time of occupancy.

A.2.b All leases must be entered into by the Unit Owner, and will immediately terminate upon the sale of the Unit. Lease arrangements must be made with the Management Company. A deposit for the garage door opener and the service door key are required. These said deposits must be made at the time the lease is entered into. All spaces are rented from the first day of the month to the last day of the month. Rental fees are not pro-rated.

A.2.c A unit owner is responsible for the return of the garage door opener and service door key to the Management Company. The unit owner is responsible for rent until the opener and key are returned to the management company.

A.2.d Only vehicles as described in A.1.d may use the underground parking.

A.2.e Vehicles must pull completely into their spaces. Vehicles may not extend beyond the "pillar".

A.2.f A.1.d also applies to underground parking.

A.2.g Clearance for the underground garage is 6'6". Vehicles exceeding this clearance should not attempt to enter the garage. Any damage caused to the garage door or any portion of the structure is the responsibility of the vehicle owner and the responsible Unit Owner. In a case where damage is done to the garage or door and not reported to the Management Company immediately, the Board of Directors may levy a penalty of not less than $300.00 and eviction from the garage in addition to the cost of repairing or replacing the affected door. The Board of Directors may refuse an owner use of the garage at any time if their vehicle is deemed to be too tall for safe use of the garage.

A.2.h No one is allowed to loiter in the garage or near the garage entrance/exit doors, including the stairwells. No one should play or loiter near the garage entrance/exit doors. No one is permitted into the garage area unless they are renting a parking space or for midrise unit occupants while disposing of trash in the dumpsters.

A.2.i No one is allowed to walk in or out through the front or rear garage doors at any time. It is too dangerous for people to walk in and out through these doors with cars constantly driving in or out.

A.2.j Past due assessments, fines, charges, or repeat violations of any Rules and Regulations shall be sufficient grounds for lease termination at the discretion of the Board of Directors.

A.2.k Parking spaces must be kept clean, and liquid spills must be cleaned and swept up. Excessive or continued leakage could cause eviction from the underground garage as determined by the Board of Directors.

A.2.l Maximum speed in the underground garage is 5 mph.

A.3 OUTSIDE PARKING

A.3.a One outside parking space will be assigned to each Unit for their exclusive use. All rules mentioned in A.1.a thru A.1.p apply to the outdoor parking spaces.

A.3.b Additional outside parking spaces are available at current rental rates as determined by the Board of Directors. The terms of the lease as defined in A.2.a thru A.2.c apply to outdoor rental spaces.

A.3.c Residents are permitted to perform limited vehicle maintenance (e.g., changing oil, etc.) in their outside space. The resident must clear and clean the area following completion, including absorbing and disposing of any oil spills, grease, and other debris. No vehicle may be left unattended on jack stands, ramps, etc. at any time. All oil and other restricted debris must be disposed of in accordance with all State and Federal Regulations that may apply. Violation of the rule will result in a fine of not less than $250.00 and permanent revocation of the violator's right to perform limited maintenance of any kind on any vehicle.

B. ANIMALS

B.1 Town house unit owners only shall be permitted to maintain a cat or dog on the premises. No cats or dogs shall be maintained on the midrise premises. No midrise owner or tenant shall be allowed to maintain an animal upon the property except those who maintained an animal prior to January 2006 and then only for the lifetime of that animal. No livestock, poultry, reptiles or exotic animals shall be raised, kept, bred or allowed in any unit or the common elements. The maintenance of animals is at all times subject to compliance with the following regulations.

B.2 A maximum of two dogs shall be allowed per Unit, and each dog shall not exceed 60 pounds in weight. Owners wishing to keep two dogs must notify the Management Company prior to obtaining a second dog. An additional $25.00 fee will be assessed monthly to all Unit Owners who keep two dogs. No dog in excess of 40 pounds in weight, except those registered prior to January 1, 2007, shall be allowed. The Board of Directors and/or Management Company may request proof of weight of dog(s) at any time. No more than a total of two permitted animals shall be allowed per Unit. Unit Owners may keep 1 cat and 1 dog, 2 cats and no dogs or 2 dogs and no cats. No permitted animal may be kept, bred or maintained for commercial purposes.

B.3 All animals kept on the property must be registered with the Management Company. Such registration must include:

Breed, color and name of the animal(s)
Address of Unit maintaining animal(s)
Name(s) of resident(s) owning animal(s)
License number of animal(s)

B.4 All owners of dogs and cats must have proof of compliance with licensing requirements and distemper and rabies shots (from a licensed veterinarian) on file with the Management Company by March 1st of each year.

B.5 The Unit Owner is responsible and liable for any damage or injury caused by an animal.

B.6 No animal houses, sheds or exterior structures of any type are allowed. Under no circumstances may any animal be chained outdoors to any stake, electric pole or utility cabinet, telephone cabinets, fire hydrants, trees, light poles, downspouts, fences, animal stakes, etc. Animals are only permitted outside on the property pursuant to Section B.7 and B.8 below.

B.7 Animal owners must immediately cleanup any excrement of their animal. (See also Brown Deer Village Code, Article 1, Section 6-1.04B). Animal owners must comply with all laws, regulations and ordinances regarding animals including the Brown Deer Village Code on animals.

B.8 No animal may be allowed to run free or unattended at any time. All animals outside the confines of the Unit shall be restricted on a leash by a person capable of controlling the animal. (Brown Deer Village Code, Article 1, Section 6-1.03). Walking animals on a leash is permitted only on the outer perimeter of the property, that is, the grassy common areas on the north and the east borders.

B.9 No animal owner may own or keep any permitted animal, which by frequent and/or habitual barking, howling or other sounds for an extended period of time, causes a nuisance. (Brown Deer Village Code, Article 1, Section 6-1.04A).

B.10 No animal is permitted within the swimming pool enclosure or play area.

C. SWIMMING POOL RULES

C.1 Pool is open from 8 A.M. – 10 P.M. when the sign is posted that the pool is open during the pool season.

C.2 Only Cherrywood Village Residents and their guests may use the swimming pool. Residents should not open the gate for any person to enter the pool area. The gate must never be propped open. The swimming pool gate must be locked at all times as specified by the Village of Brown Deer Health Department. A valid recreation pass must be presented upon request. Unit owners are responsible for the compliance to these rules of each family member and their guest(s) regardless of age, and are liable for their actions while they are using the pool area. In the event of repeated violations, the family member or guest will be asked to discontinue his/her use of the pool. In the case of damage to the property, an assessment for repair or replacement may be made against the Unit Owner by the Board of Directors.

C.3 Pool keys may be acquired at the management companies' principal office. A deposit determined by the Board of Directors is required for the key, as well as the resident filling out a registration form as detailed in Rule N.2, below. Only one key will be issued per unit. Pool keys can be returned at the management companies' principal office and a check will be sent in the amount of the original deposit.

C.4 No guests are allowed in the pool area unless accompanied by a resident at all times.

C.5 Free passes shall be distributed to Units as follows; 1 bedroom Units = 2 passes, 2 bedroom units = 4 passes, 3 bedroom units = 6 passes, upon request. In addition, each Unit shall be allowed to purchase a maximum of 2 additional passes at a cost, determined annually by the board of directors, good for one pool season. Passes must be presented upon request.

C.6 There is no lifeguard on duty. Residents are responsible for those under the age of 18. It is recommended to never swim alone.

C.7 No one under the age of 18 is allowed in the gated pool area unless accompanied by an adult resident of Cherrywood. A guest pass can be used for a "nanny or babysitter" of a resident of Cherrywood Village Condominiums the prior Board of Directors approval. Nannies or

babysitters must be at least 18 years or older and may use the pool when they are accompanied by resident minors.

C.8 Persons with infectious conditions or diseases shall not use the pool.

C.9 "No food, gum or tobacco is permitted in the pool or the pool area. Alcoholic beverages are not permitted in gated pool area. Non-alcoholic beverages in shatter proof plastic containers are permitted. No glass or metal containers are permitted in the pool or gated pool area." (HSSS172.06 Wisconsin Administrative Code).

C.10 Keep off the rope. Rope may be taken down for lap swimming, but must be returned when finished.

C.11 No animals are permitted in the gated pool area.

C.12 Shorts, cut-offs, long pants, capris, T-shirts, etc. are not acceptable as swimming attire and will not be allowed in the pool. Standard swimming attire only must be worn in the pool.

C.13 Indecent or disorderly behavior is not permitted and will be reported to the Brown Deer Police Department.

C.14 All users of the pool and gated pool area are responsible for removing all items brought to the pool area when leaving the area.

C.15 Music is allowed at a responsible noise level.

C.16 No diving, no running, or running to jump in the pool is allowed.

C.17 Lounge chairs may not be reserved. Pool furniture is the property of the Condominium Association and may not be removed from the pool area. Chairs, tables, etc. should be returned to their proper place. Umbrellas should be closed after use.

C.18 In consideration of all residents who live close to the pool, the noise level should be kept at a minimum at all times, especially from 8:00 pm to 10:00 pm. No screaming allowed.

C.19 Management, board members, and residents reserve the right to ask residents/guests to leave for any violations of rules.

C.20 Unit Owners and their Tenants who are at least 2 months behind in their Condominium dues shall have their swimming pool privileges revoked until account is paid in full.

D. NOISE LEVELS

D.1 All Residents have a right to quiet and privacy without disturbance from other Units or from common areas, especially during nighttime hours (after 10 P.M.) and weekend mornings (before 9 A.M.)

D.2 Noise levels above normal tones, to such levels as to be disturbing, are not permitted on the property or within a Unit. The time and day of the week will be taken into consideration. Radios, televisions and other speaker systems used either indoors or outdoors should be kept at a level that will not disturb neighbors.

E. PLAY AREAS

E.1 Residents are encouraged to make use of the play area and lawn space located within the east recreation area at the back of the complex.

E.2 Unit Owners shall be responsible and liable for the conduct of their residents and guests and any damage resulting from their actions.

E.3 No wheeled riding devices, roller blades, pogo stick or skateboard may be operated or ridden on any grassy common area. Bicycles and any other non-electric scooter or other human-powered wheeled riding vehicles may be ridden on outer perimeter sidewalks or the east or west garage decks only and must be walked on inner sidewalks for safety reasons. No other types of vehicles may be driven or placed on the east and west garage decks.

E.4 Throwing, kicking or bouncing of balls is restricted to the play area east of the back drive and play must be away from vehicles. Throwing, kicking or bouncing of balls against any wall or building structure is prohibited.

E.5 Hitting of balls (e.g., baseball, golf, etc.) is only allowed in the play area.

E.6 No resident may play or loiter in the garage, near the garage entrance/exits, on or near the garage entrance/exit retaining walls, in roadways, parking areas or west garage deck and midrise building, in the trees/bushes, snow piles or in the dumpsters.

E.7 No skateboarding is allowed on the property. Roller-skating is permitted on the sidewalks only. Not the front or back deck.

E.8 Marking of sidewalks with chalk is permitted. Tagging, gang signs and any marking of the roadway or anywhere within Cherrywood Village is not permitted.

E.9 The operating of motorized or electric toys are only allowed on the play area.

E.10 No personal property is to be left unattended in the common areas.

E.11 Any activity, which may result in property damage or personal injury, is prohibited. Activity that is judged to be dangerous, rowdy, noisy, disturbing or otherwise contrary to a quiet, comfortable, and safe environment is prohibited.

E.12 Cherrywood Village Condominium Association is not responsible for the supervision of any children, residents or guests while on the property.

F. PATIOS AND GRASSY COMMON AREAS

F.1 No property of any kind is to be stored or left on the patio areas, with the exception of planters, grills, patio furniture, and bicycles. Bicycles can only be chained to your air conditioner. They may not be chained to trees, fences, building fixtures or any other common element. No clothing may be attached to or hung on fences. No more than two (2) decorative items may be attached to fences provided that they weigh no more 5 lbs. each. No property of any kind is to be stored or left unattended on the common area.

F.2 No property, except planters and mats, are allowed on the front doorstep.

F.3 No carpeting of any kind is allowed on either the patio area or front step area.

F.4 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:

(1.) Owners must notify the Board in advance of installing a satellite dish or antenna.

(2.) No satellite dishes or antennas may be placed in the common area, including placement on the roof.

(3.) In the event that adequate reception quality cannot be achieved by installation on the unit's patio, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

(4.) Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the front or side of the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).

(5.) 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 owners' 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.

F.5 No hibachi, gas fired grill, charcoal grill, electric grill or other similar device used for cooking shall be used within 10 feet of any structure per Village of Brown Deer Fire Prevention Code (Section 15).

F.6 No fire pits or fire receptacles of any kind are allowed on the Property.

G. SNOW REMOVAL

G.1 Townhouse Residents are responsible for snow and ice removal from their front doorstep.

G.2 All Residents must cooperate with snow removal procedures on the property; e.g., vehicles must be removed to accommodate snowplows upon request or as otherwise directed. Vehicles must be removed from their respective outside parking space by 8 AM following a snowfall in excess of 2 inches.

G.3 Sand is the only approved material allowed to be used on the concrete deck. All other products are prohibited.

G.4 All Residents must cooperate with the snow removal contractor's timing for cleanup.

H. GARBAGE REMOVAL/RECYCLING PROGRAM

H.1 All garbage must be deposited inside the dumpsters in secured bags. All other garbage is also to be in the dumpsters. Furniture such as chairs, desks, mattresses, bed frames, sofas and miscellaneous items such as grills and rolls of carpeting and pieces of dry wall CANNOT be placed in the dumpsters. See J.4. below for disposal rules. Such items cannot block front of dumpster. If any such large items are not picked up on date as marked on goods, resident responsible for same may be subject to the fines as noted below. TVs, computers/ monitors/printers and other electronics are not allowed in the dumpsters at any time. They must be disposed of at electronics retailers such as Best Buy or the Brown Deer Village Recycling Center (call to learn of their hours).

H.2 Garbage must not be left alongside the dumpsters, in the common area or in or on limited common area.

H.3 Garbage dumpsters in the underground garage are for Midrise Residents and Buildings 100 (Units 9502-9512) and 119 (Units 9488-9498) only. All other Residents must use dumpsters on the outside perimeter of the property. The underground dumpsters are to remain in the space on the Southeast corner of the underground parking garage along the wall next to the main entrance/exit garage door.

H.4 It is the unit owner's responsibility to have large items removed from the property. Owners can contact a company of their choosing to dispose of large items at their expense. If an item is left out by the dumpster, the owner will be assessed with the charge that the Association receives from its disposal company- estimated to be around $200.00.

H.5 State mandated recycling is in effect; residents are required to participate. Recyclable items must be put in their respective bins that are located by the dumpsters.

I. MAINTENANCE, REPAIRS, AND REPLACEMENTS

I.1 Interior Maintenance: Pursuant to paragraph 15 of the Condominium Declaration, "Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit." Unit Owners are responsible and liable for the actions of their tenants, guests and contractors.

I.2 Utilities: It is the responsibility of Unit Owners to maintain gas and electric service in their Unit. Unit Owners are responsible for any damage to contents or loss caused by failure to maintain utility service, including damage to the common or limited common elements.

J. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

J.1 Pursuant to paragraph 16 of the Condominium Declaration, "...no alteration of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board." UNIT OWNERS WISHING TO MAKE EXTERIOR CHANGES SHALL CONTACT THE MANAGEMENT COMPANY AND MAKE THEIR REQUESTS IN WRITING.

J.2 Nothing may be attached to or inserted in any aluminum or vinyl trim or townhouse or midrise buildings. This includes holiday lights and decorations.

J.3 The following is a partial list of items requiring approval of the Management Company prior to installation:

Window Well Bubbles
Front Storm Door
High Efficiency Furnaces
Patio Door/Patio Storm Door
Glass Block Windows
Front Door
Fireplaces
Air Conditioners
Newspaper Box
Storm/Window Replacements
Patio Fence/Patio Area Extensions

J.4 Management Company should be contacted for further information if the Unit Owner is uncertain of requirements for items not listed above.

J.5 Windsocks must be in good condition and hung only in the rear of the unit. (As above in item L.2. when the installation of aluminum trim is completed on a building, windsocks will not be permitted.)

J.6 Wind chimes and bird baths are not permitted.

J.7 Wall or window mounted air conditioners are not permitted in any townhouse and window mounted air conditioners are not permitted in any midrise.

K. SIGNS

K.1 Pursuant to Article V, Section 1 of the Bylaws, "No owner of a Unit shall display, hang, store or use any sign outside his Unit, in a hallway or elsewhere which may be visible from the outside of his Unit without the prior written permission of the Board or the written

permission of the Managing Agent, acting in accord with the Board's direction." This includes the use of "For Sale" and "For Rent" signs. "Open for Inspection" signs may be displayed temporarily during an open house. Flags etc. are not allowed at any time with such signs. Consistent with Wis. Stat. §703.105, signs that support or oppose a candidate for public office of a referendum question may be displayed within a Unit as long as the sign does not exceed 24 inches by 24 inches in size, is placed no more than 90 days prior to the pertinent election or vote, and is removed within 7 days of the corresponding election or vote.

L. WINDOW DRESSING

L.1 Pursuant to Article V, Section 1, Paragraph 2 of the Bylaws, "...No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains or shades of a customary nature and appearance subject to rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit or install outside his Unit any canopy or awning or other equipment, fixtures or items of any kind, (with the exception of satellite dishes and/or antennae, which are governed by the Section F.4 of the Rules and Regulations, above) without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction."

L.2 Exterior decorations are permitted 30 days before and 15 days after a recognized holiday or season. This includes holiday lights and decorations, which may only be placed on bushes or shrubbery on the exterior of the Unit. (see L.2)

M. RUMMAGE SALES

M.1 Rummage sales are not permitted. Items may not be displayed for sale.

N. OFFICIAL NOTIFICATION PROCEDURES AND RESIDENT REGISTRATION

N.1 The Cherrywood Village Newsletter or any letters from the Management Company are the approved and proper vehicles for communicating rules, policies, and necessary information to Residents and Unit Owners. However, in some cases, such as the distribution of Association Rules, Condominium Documents and the like, Unit Owners and Residents may be required to sign a receipt.

N.2 Residents are required to complete and file with the Secretary of the Association or the management company by March 1st of each year a Resident Registration Form to be provided by the Board of Directors. The current year Registration Form must be on file with the Board in order for the Resident to be eligible to receive the pool key and pool passes. The Registration Form will include current residents' names and ages, parking sticker information, vehicle information, animal information, and current phone numbers and email addresses for the Residents.

O. LANDSCAPING

O.1 Landscaping improvements are the responsibility of the Condominium Association. Pursuant to paragraph 16 of the Condominium Declaration, "...no alteration of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board."

O.2 Starting April 2019, all owners are responsible for maintenance and replacement of all the bushes and plantings around their back patio, unless the owner/resident communicates to the Board in writing by April 1, 2019 that they would like to opt out. If an owner/resident opts out, the Association will take over maintenance of the bushes/plantings on the owner/resident's back patio. In either case, the Board will remain in charge of the appearance and maintenance standard of these exteriors, and will communicate to the owner/resident if maintenance work needs to be done to help keep an attractive and uniform appearance to the back patios. The owner/resident shall perform the requested maintenance within the time requested by the Board, and if not, the Board will have the work done and will assess the cost of the same to the owner/resident. For owner/residents who opt out by April 1, 2019, the Association will perform and pay for all the maintenance needed to the bushes and plantings on the back patio.

P. EXTERIOR CHANGES

P.1 Except as otherwise may be provided within these Rules, Unit Owners shall contact the Management Company and make their request for an exterior change in writing.

P.2 No picking or pruning of any flowers, shrubs, bushes or trees is allowed anywhere on the property. Furthermore, shrubs, bushes or trees planted in common or limited common areas may not be removed, replaced, pesticide sprayed, pruned or otherwise altered except as approved by the Board. Diseased or dead shrubs, bushes or trees should he reported to the Management Company for proper handling.

P.3 Foundation planting of annual and/or perennial flowers is permitted. Existing perennials may not be removed except by Board approval. Nothing may be attached to the fences.

P.4 Vegetable or fruit plantings are permitted provided they are potted and confined to your patio. Any unsightly or overgrown plantings must be removed at the discretion and request of the Board.

Q. SOLICITATION

Q.1 No solicitation of any kind is allowed on the property. Items approved by the Board for posting in the official Cherrywood Village Newsletter are acceptable.

R. PEST CONTROL

R.1 It shall be the responsibility of each Unit Owner to ensure that their respective Unit is kept free of pests (e.g., insects, rodents, etc.).

R.3 Unit Owners/Residents shall cooperate fully in all pest control efforts.

R.4 Placement of poisons outside by Unit Owners/Residents is strictly prohibited.

S. MIDRISE

S.1 Shoes and other heavy items are not allowed in the common area washers and dryers. These items can be difficult on the machines and create a lot of noise which may disturb residents.

T. CONTRACTORS

T.1 No unit owner shall directly or indirectly obstruct or impede or interfere with any contractor, vendor or other entity employed or engaged by the Association.

U. SUMP PUMPS

U.1 The following units are subject to quarterly sump pump inspections: 9492, 9508, 4268, 4212, 4204, 4120, 4108, 4008, 4215, 4269, 4257, 4203, 4132, 4137, 4125, 4113, 4153, 4105, and 4007. Notice of an upcoming inspection will be sent via US mail at least 7 days in advance. If a unit owner fails to comply with the scheduled sump pump inspection, they will be assessed a $500.00 fine. If a unit owner has turned their sump pump off, damaged their sump pump, or has neglected their sump pump, they will be responsible to pay for any water damage that may occur in neighboring units.

V. ASSESSMENTS/PROCEDURES FOR COLLECTION OF DELINQUENT ASSESSMENTS

V.1 Each Unit Owner is assessed a monthly fee based on the percentage of ownership. The Association depends on timely receipt of assessment payments to function properly. Late payments or non-payment of assessments can be a serious problem for the Association.

V.2 All assessment payments are due by the first of each month. This includes regular and supplemental assessments and parking fees. A $20 late fee will be charged Owners whose payments are received after the fifteenth day of the month.

V.3 To minimize cash flow problems and encourage compliance with the assessment payment policy the following will be adhered to:

(1.) A lien may be filed against a Unit when the Unit Owner is 60 days delinquent in assessment payments.

(2.) The responsible Unit Owner will be charged for administrative costs associated with Lien filings.

(3.) Interest will be charged at a rate of 12% per annum, compounded monthly, on all delinquent payments.

(2.) The responsible Unit Owner will be charged for administrative costs associated with Lien filings.

(3.) Interest will be charged at a rate of 12% per annum, compounded monthly, on all delinquent payments.

(4.) The responsible Unit Owner will be charged the actual attorney fees .of the Association.

(5.) If an agreed upon payment plan is not executed or honored, foreclosure judgment may be taken.

(6.) Once judgment is taken, the Association may use any post-judgment collection remedies it desires to recover the debt, including:

Eviction by the Sheriff of personal property
Garnishment
Sheriff sale of property
Appointment of a receiver

W. LEASING BY UNIT-OWNER

W.1 In addition to the Leasing Restrictions set forth in the Bylaws, the following are Mandatory Conditions:

1. All written leases are minimum of 6 months, not to exceed of 1 year (may be extended). Continuing a lease on a month-to-month basis is allowable, but only after the tenant has completed a full year lease term prior to becoming month-to-month.

2. All landlords to use "state-approved" forms produced by (or copies of) Wisconsin Legal Blank Forms, including all supplemental disclosures, addendums, amendment, agreements, provisions*, etc.

3. Board required a full disclosure of unit occupants at any time, regardless of duration of stay (visitors), gender, or age.

4. Landlords must provide to the Board a listing of the vehicle(s) owned by the tenants with license plate information and number, and type(s) of pets in townhouse units

   (NOTE: pets are not permitted in Mid-rise units; once dog with second dog at $25/month and/or two cats permitted in townhouses). This information is required to be provided to the Board along with the executed lease, and all addendums, within 10 days of the lease being signed.

5. No short-term leases (week-to-week, month-to-month) are allowed, except as stated in #1 above.

6. Board reserves the right to fine landlord on a daily basis due to repeated violations of specific terms of lease (including, but not limited to, violations of right of quiet enjoyment, occupancy and visitors, damage to private property, nuisance calls, police calls, pets,), which may lead to landlord's eviction of occupants of unit at landlord expense.

7. Landlord is responsible for tenant's wrongdoing.

8. Tenants (and ultimately, Landlords) are responsible and liable for their visitor's wrongdoing.

9. Any suspicion of any illegal activities will be reported to Police Department.

W.2 Penalties, sanction and fees to Landlords renting units:

- Failure to provide the Board with entire lease agreement and other information set for in W.1 and N.2 above within 10 days of lease being signed – $100/day until all materials are submitted.

- Failure to provide tenants with the Declaration, Bylaws, and "Rules and Regulations of Association" within 5 days of move-in – $50/day until brought into compliance.

- Accumulation of assessed penalties and fee will be placed as a lien on unit.

- All delinquent balances are subject to additional 1% monthly penalty.

- Units with unsatisfied "rental" lien are subject to foreclosure.

By presenting an executed lease to the Board of Directors, the unit owner represents and warrants that he/she has completed the appropriate background checks and screening of owner's tenants.

X. ANTI-DISCRIMINATION ANTI-HARASSMENT POLICY

The Cherrywood Village Condominium Association, Inc. ("Association") is a Fair Housing provider under the federal Fair Housing Act. As such, the Association is committed to providing a living environment free from discrimination and harassment that is based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression. This Anti-Discrimination Anti-Harassment Policy ("AD-AH Policy") is intended to implement this commitment.

This AD-AH Policy is intended to apply to every owner, resident, and guest at the Association, as well as every employee or agent of the Association. Violation of this AD-AH Policy may result in disciplinary action up to and including termination if the violator is an employee/agent of the Association, or penalties, including fines, if the violator is an owner/resident within the Association.

The Policy of the Association

It is the policy of the Association that discrimination of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

It is the policy of the Association that harassment of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

a. For purposes of this AD-AH Policy, prohibited harassment includes both "quid pro quo" and "hostile environment" harassment.

"Quid pro quo" harassment is an unwelcome request or demand to engage in conduct, as a condition of providing services or facilities. Quid Pro Quo Harassment might also arise when a person's access to services or facilities is interfered with because of a failure to submit to demands. Commonly, quid pro quo harassment involves an adverse action that occurs after unwelcome sexual advances are rejected by an owner/resident, or sexual favors are required for an Association service or access to an Association facility which would otherwise be available to the owner/resident.

"Hostile environment" harassment is defined as unwelcome conduct that is sufficiently pervasive or severe as to interfere with the providing of or enjoyment of services or facilities. Hostile Environment Harassment only applies to harassment based on a protected class (sex, religion, race, color, familial status, national origin, or handicap), and the harassment must be on the level of interfering with housing/living environment to be actionable under this AD-AH Policy.

b. For purposes of this AD-AH Policy, prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression that has the purpose or effect of unreasonably interfering with an individual's living environment, or creating an intimidating, hostile, offensive, or demeaning living environment.

It is the Policy of the Association that any retaliation predicated on the fact that an employee/agent or owner/resident of the Association in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation, is prohibited.

Application of This AD-AH Policy

- It is a violation of this AD-AH Policy to discriminate against another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.

- It is a violation of this AD-AH Policy to harass another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.

- It is a violation of this AD-AH Policy to retaliate against an employee/agent or owner/resident of the Association on the basis of the fact that he or she in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation.

This AD-AH Policy applies to *all* employees and agents of the Association, including contractors/vendors hired by the Association, and property management personnel.

- An employee/agent who violates this AD-AH Policy is subject to discipline, up to and including termination.

- An owner/resident who violates, or whose guest violates this AD-AH Policy is subject to penalties, including but not limited to fines.

Procedures

Any employee/agent or owner/resident of the Association who believes he or she has been subjected to, or has witnessed, actions that constitute a violation of this AD-AH Policy promptly must report the matter to the Board of Directors. The individual reporting should not wait until the action he or she believes is a violation of this AD-AH Policy becomes severe or pervasive.

The Association's Board of Directors will timely investigate any report of an alleged violation of this AD-AH Policy and, where appropriate, take appropriate corrective action.

To the extent possible, the Association will protect the confidentiality of allegations of AD-AH Policy violations and of documents created or obtained that concern an investigation into an allegation of an AD-AH Policy violation.

Y. ENFORCEMENT OF PENALTIES AGAINST VIOLATORS

Y.1 Any Unit Owners, Resident or Management Company Agent, seeking to report a violation of the Declaration, By-laws or Rules and Regulations (collectively the "Association Rules"), must state in writing to the Management Company:

The name and address of violator;
The date, time and place of violation;

It is recommended that the person seeking to report a violation ("Complainant") obtain photographs of the violation or additional witnesses;
A brief description of the violation;
Name, address and if known, telephone number of the violating Unit Owner and Resident.

Y.2 Upon receipt of a written complaint in compliance with the provisions of subsection Z.1, the Management Company shall:

Send a warning letter to the violating Unit Owner and Resident, stating that the violation must cease or be corrected within five (5) calendar days, or the Management Company will issue a fine or fine the alleged violating Unit Owner and/or assess damages or Not fine the alleged violating Unit Owner, but provide the complainant with written notification as to why no fine is being imposed.

In some cases, the Management Company, at the direction of the Board of Directors, may issue a fine without first sending a warning letter, which would occur in circumstances such as when the safety of other residents may be endangered or where there has been a history of similar complaints against the alleged violating Unit Owner or Resident.

Y.3 A Unit Owner has ten (10) calendar days from the date of the Notice, including a fine, to contest. If the notice or fine is not contested, it is final. To contest a notice or fine, the Unit Owner must follow the procedures set forth below.

Z. APPEAL OF ALLEGED VIOLATION

Z.1 A violation can only be appealed by a Unit Owner.

Z.2 The Unit Owner has (30) calendar days from the date of a Notice to contest said notice, including any fine, and must submit a notice of appeal in writing. Said Notice of Appeal must be sent certified mail, return receipt requested to the Management Company at their current address and be received no later than (30) calendar days from the date of Notice. Notice of the appeal by the Unit Owner must specify both the violation and fully set out the reasons for the appeal.

Z.3 Failure to properly request an appeal before the Grievance Committee within the stated time or if the request is incomplete as specified in C.2. below, shall result in the alleged violator's waiver of his/her right to a Grievance Committee hearing.

Z.4 If a notice or fine is not appealed as specified above, it is immediately due and payable.

AA. GRIEVANCE COMMITTEE RULES AND PROCEDURES

AA.1 The Grievance Committee will convene as needed to conduct the business of the Grievance Committee. Committee meetings will be held at a time convenient to the Committee. The Grievance Committee shall give consideration to both parties as possible in the setting of the time, date and place of said Hearing. Committee meetings must be held in a neutral location.

The Grievance Committee shall convene no earlier than thirty (30) calendar days after the receipt of Notice of Appeal nor more than ninety (90) calendar days after the Notice of Appeal.

AA.2 The Grievance Committee shall consist of six Unit Owners and shall name one of these six as Chairman of the Committee. Said Unit Owners shall be appointed by the President of the Association with the approval of a simple majority of the Board of Directors. The panel hearing the complaint shall consist of three members of the Committee. Alternate Unit Owners shall be called upon only in cases of conflict of interest. The Association's legal counsel shall be present at all hearings.

AA.3 The Association's legal counsel's purpose at said hearing shall be to insure that the hearing is conducted in a fair and reasonable manner and to advise the Grievance Committee members on any aspect of our House Rules, Declaration and State or Federal Laws.

AA.4 Unit Owners serving on the Grievance Committee shall not be involved in the pending dispute. Any Unit Owner serving on the Grievance Committee shall excuse themselves from the hearing if there would be the slightest conflict of interest.

AA.5 The Management Company shall notify both the complainant and the alleged violator of the date, time and place of the hearing. The Management Company shall also provide the names of the Hearing Panel members to both parties. Said notice shall be sent by Certified Mail, Return Receipt Requested. Either party may elect to "challenge" any panel member. This "challenge" must be in writing and sent Certified Mail, Return Receipt Requested, within five days of receipt of the notification of the hearing.

AA.6 If the complainant or respondent desires to drop their action after receiving Notice of Appeal they must do so by notifying the Association's counsel in writing by Certified Mail, Return Receipt Requested within ten (10) calendar days of receiving Notice of Appeal.

AA.7 The Panel will countenance no effort by any or by counsel of any party to harass, intimidate, coerce or confuse any panel member or any party connected to the proceedings. Severe sanctions will be taken if any of the above occurs. It is strictly forbidden by either party or any person on their behalf to make contact with any committee member regarding the matter at hand either before or after the conclusion of the hearing.

AA.8 Each party shall have the right to counsel at their own expense.

AA.9 THE HEARING

7.9.a The Grievance Committee is not governed by technical rules of evidence as may apply in any court of law. The Grievance Committee's task shall be to gather all relevant facts pertaining to the matter under consideration. The Committee shall be bound by both the House Rules and the Declaration. It is the Grievance Committee's task to determine the following:

(1.) If a violation of House Rules or Declaration did occur as alleged;

(2.) Was said violation committed by the Respondent;

(3.) Whether any additional action beyond the original Notice of Fine is required; and

(4.) A complainant must prove a violation by a reasonable preponderance of the evidence.

Z.9.b The Hearing will be in two sections.

(1.) Presentation of Evidence

The Presentation of Evidence section will be open to the Hearing Panel including the Chairperson, both parties and their counsel and the legal counsel of the Association. Any witness for either party shall not be present except when presenting their evidence. At the hearing no party shall refuse to directly respond to requests for information or questions addressed to him/her by the Panel members including the Chairperson except on grounds of self-incrimination or other grounds, which the panel deems appropriate. In this connection, the Panel need not accept the statements of counsel as being the statements of his/her client if the panel desires direct testimony. Counsel is present to advise and consult with his/her client and to speak to him/her subject to appropriate rulings or determinations of the Panel.

(2.) Determination and Decision

This section will be open only to the Hearing Panel and legal counsel for the Association. A decision will be rendered within ten (10) calendar days of the hearing and each party will be notified by Certified Mail, Return Receipt Requested within fifteen (15) business days.

AA.10 If a complainant fails to appear at a hearing, without just cause, they will be dismissed with prejudice and all reasonable costs incurred by the alleged violator will be assessed against the complainant.

AA.11 If the alleged violator fails to appear at a hearing, without just cause, the alleged violator will be found to have committed the violation and all reasonable costs incurred by the complainant will be assessed against the violator.

AA.12 No more than one postponement by each party for any reason shall be permitted.

AA.13 The decision of the Grievance Committee is final.

AA.14 All reasonable costs incurred by the Association as a result of this Appeal shall be borne by the "losing" party. These costs include but are not limited to attorney fees, copying, fax, mailing fees and, if necessary, any collection cost associated with this matter.

BB. INTEREST AFFECTED

BB.1 All Unit Owners will be responsible for all actions of their tenants and their tenants' guests. If the accused is a tenant or guest, a copy of all notices shall be mailed by Certified Mail to the owner of the Unit affected; and the Unit Owner will be entitled to attend and be represented at any grievance hearing related to those actions.

CC. REMEDIES NON-EXCLUSIVE

CC.1 The provisions of these Rules and Regulations will in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the Laws of the State of Wisconsin (Chapter 703) and will not be exclusive but will be in addition to all other remedies provided by the Condominium Declaration and the Laws of the State of Wisconsin.

DD. PENALTIES

In addition to all other remedies available to the Association or to other Unit owners under the Declaration, the Bylaws or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit owner in violation of the Declaration, the Bylaws, or these Rules and Regulations, a fine against such Unit owner according to the following schedule:

A. For the first offense in a given twelve-month period: $50.00

B. For the second offence in a given twelve-month period: $125.00

C. For the third offense in a given twelve-month period: $300.00

The Board may impose a larger fine, up to $500.00, if the offense involves or affects a special project (i.e., the Association reseals the parking lot and gives proper advance notice but an owner fails to move a vehicle). Fines are to be paid immediately to the Association. Any fine not paid within ten days after billing therefore by the Association shall accrue a late charge in the amount of $25.00 for every month the fine is not paid. The Association shall have the right following imposition of any fine, to collect the same as a special assessment against the Unit owner's Unit. Each day a violation remains uncured shall be deemed a new violation and subject to a fine.

Amendment: This document may be amended at any time by the Board of Directors of the Association.

APPENDIX A

CHERRYWOOD VILLAGE CONDOMINIUM
WINDOW AND DOOR REPLACEMENT GUIDELINES

A Unit Owner wishing to replace his/her window units may do so with written approval, of the Board of Directors through the Management Company. Additionally, to preserve uniformity and allow for the future installation of aluminum on all structural window trim, the replacement window unit shall:

- be vinyl clad
- be the double-hung type
- have the colonial six-lite grids per sash, either vinyl clad or within panes of glass
- be no more than 3 ¼ deep
- have sashes that are totally removable from the inside

In conjunction with the replacement of a window unit, no storm/screen window may be installed unless it is:

- the two-track type
- similar to those installed on Building #108 (4101-07)
- white aluminum or vinyl clad
- properly attached with screws (no adhesives)
- removable for installation of aluminum on structural window trim

Patio doors must have a white exterior. Patio screen doors must be white. Patio doors may not have dividers.

Front doors must be painted black; storm doors must be of an approved style and white.

The Unit Owner is advised to contact the Management Company prior to contracting for any window unit or storm/screen window replacement.

Failure to adhere to these requirements will result in a fine of $50 per day until the out of compliance item is replaced. Accumulation of assessed penalties and fees will be placed as a lien on the unit.

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

Dear Cherrywood Village Homeowners,

At the Board meeting on September 21,2023 the Board passed two storm doors and two entry doors that can be used.

The attached information is for your use to assist in locating an approved door, in a specific style. Once you have found the door you would like you will need to submit an official request to the Board of Directors to obtain their approval for your replacement. The following items are required.

1. A photo of the approved type(s) of door(s) you would like to replace.
2. A confirmation if you will be installing the door(s) yourself or using a contractor.
3. If a contractor is being used, you will need to provide the following information:
    a. A copy of the contract.
    b. A copy of the contractor's certificate of insurance, including general liability and workers' compensation.
4. A time frame in which the work will be done is also required.

Once this is submitted to the Board through the property manager the Board can then review and approve or deny with reason.

The Board has 10 days from the time you submit your request to respond.

Thank you,

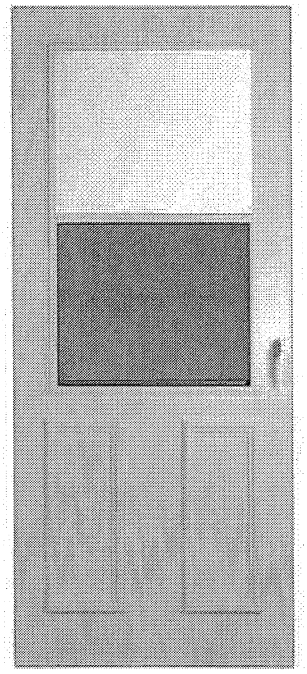
Hunt Management, Inc., AAMC
Management Company for
Cherrywood Village Condominium Association, Inc.

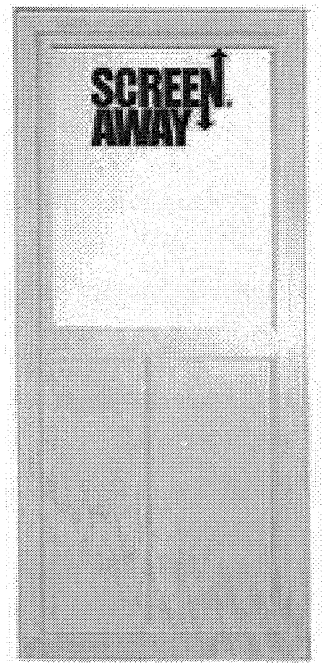
10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
888-305-1071

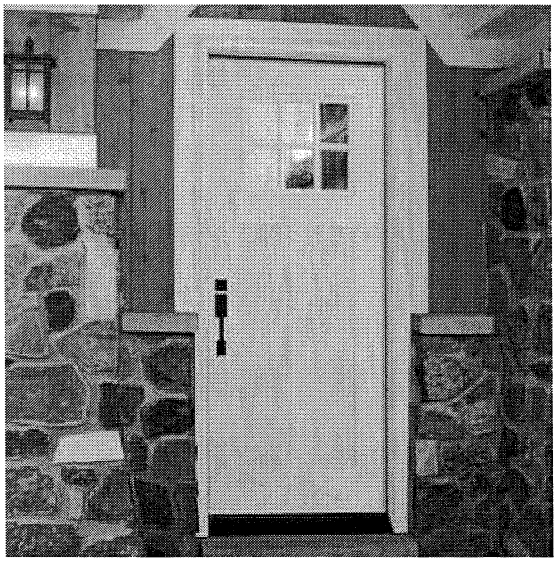
Phone: (262)238-1480
Fax: (262)238-1485

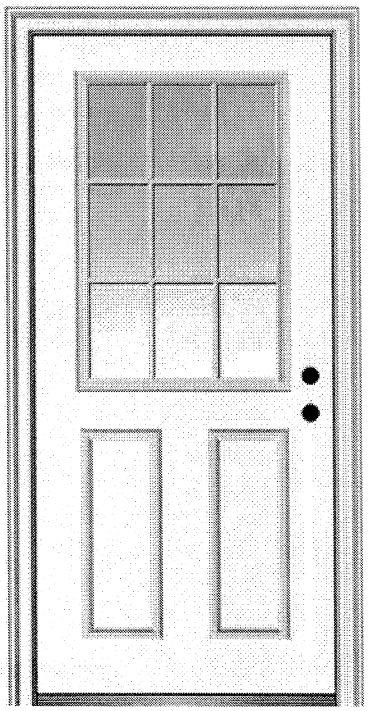
Approved screen/storm (window with or without middle bar is ok, must be white)





entry that is approved (6 or 9 pane window, side facing outside must be black)





IMPORTANT INFORMATION
Please keep this information with your governing documents

Cherrywood Village Condominium Association, Inc.

RESOLUTION TO ADOPT RULE ON TENANT/RENTER INSURANCE

WHEREAS the Board of Directors of Cherrywood Village Condominium Association, Inc. (the "Association") has the authority "to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the details of the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time" pursuant to Article II, Section 9 of the By-Laws;

WHEREAS it is the intent of the Board of Directors to provide adequate property and liability insurance;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule:

Tenant/Renter Insurance.

A. Tenants/Renters of all units shall obtain and maintain insurance policies for any losses or damage for their own personal property.

B. Tenant Liability Insurance – Tenants/Renters of all units shall obtain and maintain comprehensive liability policies having combined limits not less than Five Hundred Thousand Dollars ($500,000) for each occurrence. The insurance shall provide for the negligent acts of tenants, guests and other occupants of the units for damage to the Common Elements, Limited Common Elements, individual units, and/or personal property of others.

C. Cherrywood Village Condominium Association, Inc. shall be listed on the policy as an additional insured and as a certificate holder.

D. Evidence of insurance shall be provided in the form of a copy of the insurance policy or a Certificate of Insurance and sent to the Association's property manager. A copy of the Tenants/Renters' insurance coverage must be disclosed to the Association within ten (10) days ("Due Date") following the execution of a lease. For ongoing leases, the Renters/Tenants must submit an updated insurance policy to the Association annually. This updated policy should be submitted no later than the anniversary of the Due Date each year.

E. In addition to the above, each lease must contain an acknowledgement by Tenants/Renters that they have received the Association's governing documents, they have reviewed the Association's governing documents, and they agree to comply with and adhere to the Association's governing documents.

It is a Unit Owner's responsibility to ensure that Tenants/Renters comply with the above provisions. Failure to adhere to the Association's Tenant/Renter Insurance policy may result in fines to the Unit Owner and/or Tenant/Renter in accordance with the Association's Enforcement Policy.

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 November 2023, with the Rule to take effect on January 1, 2024

President Denise O'Brien

Secretary

IMPORTANT INFORMATION
Please keep this information with your governing documents

Cherrywood Village Condominium Association, Inc.

RESOLUTION TO ADOPT RULE FOR AN ANNUAL FEE ON LEASED/RENTED UNITS

WHEREAS the Board of Directors of Cherrywood Village Condominium Association, Inc. (the "Association") has the authority "to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the details of the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time" pursuant to Article II, Section 8(e) of the By-Laws;

WHEREAS it is the intent of the Board of Directors to offset the administrative costs involved in monitoring rental/tenant units, including but not limited to, managing the collection and verification of lease documents, rental insurance certificates, tenant information accuracy, etc;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule:

Annual Fee for Leased/Rented Units.

A. All Unit Owners who lease or rent their units are required to submit an annual fee of $250.00 ("Annual Fee"). The Annual Fee will be due on March 1st of each calendar year or upon leasing/renting the unit. The Annual Fee will not be prorated for rental terms beginning or ending during the calendar year (e.g., a reduced Annual Fee for starting a lease in February or December).

B. Any owner who fails to disclose the lease/rental status of their unit to the Association, and, upon discovery, is reasonably ascertained to be leasing/renting the unit, will be subjected to a fine of $500.00, in addition to the Annual Fee.

C. Failure to comply with any provision outlined herein may be enforced by the Association in the manner provided for in the Association's Enforcement Policy.

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 Dec. 21, 2023, with the Rule to take effect on January 1, 2024.

President Denise O'Brien

Secretary

C. **SWIMMING POOL RULES**

C.1 Pool is open when you see the pool open sign posted on the gate. Pool is open from 8:00AM to 10:00PM during the pool season.

C.2 Only Cherrywood Village Residents and their guests may use the swimming pool. No guests are allowed in the pool area unless accompanied by a resident at all times.

C.3 Residents should not open the gate for any person to enter the pool area. The gate must never be propped open. The swimming pool gate must be locked at all times as specified by the Village of Brown Deer Health Department. Unit owners are responsible for the compliance to these rules of each family member and their guest(s) regardless of age, and are liable for their actions while they are using the pool area. In the event of repeated violations, the owner along with family member(s) and/or guest will loss his/her use of the pool. In the case of damage to the property, an assessment for repair or replacement may be made against the Unit Owner by the Board of Directors.

C.4 Pool fobs and waiver form may be acquired. The cost of the fob will be determined by the Board of Directors. Pool fobs can be returned at the management companies' principal office if you sell your unit or don't wish to use the pool.

C.5 There is a maximum number of people that each unit may have in the pool area at a time. The number is as follows:

3 unit bedrooms – limit of 8 people at a time
2 unit bedrooms – limit of 6 people at a time
1 unit bedroom – limit of 4 people at a time

C.6 There is no lifeguard on duty. Residents are responsible for those under the age of 18. It is recommended to never swim alone.

C.7 No one under the age of 18 is allowed in the gated pool area unless accompanied by an adult resident of Cherrywood. Permission can be asked for a "nanny or babysitter" of a resident of Cherrywood Village Condominiums to accompany under 18. Permission must be asked for *prior* from the Board of Directors for approval. Nannies or babysitters must be at least 18 years or older and may only use the pool when they are accompanied by resident minors.

C.8 Do not enter the pool if you have a communicable disease or an open cut. Shower before entering the pool and after use of toilet facilities.

C.9 No food, gum or tobacco is permitted in the pool or the pool area. Alcoholic beverages are not permitted in gated pool area. Non-alcoholic beverages in shatterproof plastic containers are permitted. No glass or metal containers are permitted in the pool or gated pool area. (HSSS172.06 Wisconsin Administrative Code).

C.1O Keep off the rope. Rope may be taken down for lap swimming, but must be returned when finished.

C.11 No animals are permitted in the gated pool area.

C.12 Standard swimming attire only must be worn in the pool. Street clothes such as shorts, cut-offs, long pants, capris, T-shirts, etc. are not acceptable as swimming attire and will not be allowed in the pool. Anyone required to wear a diaper must wear a diaper made for swimming not just a regular diaper. Diaper changing on the deck is prohibited.

C.13 Indecent or disorderly behavior is not permitted and will be reported to the Brown Deer Police Department.

C.14 All users of the pool and gated pool area are responsible for removing all items brought to the pool area when leaving the area. Please clean the area you were using before leaving. Cherrywood Village does not provide maintenance to clean the pool area.

C.15 Music is allowed at a responsible noise level.

C.16 Do not run or engage in rough play in the pool area. No diving, no running, or running to jump in the pool is allowed.

C.17 Lounge chairs may not be reserved. Pool furniture is the property of the Condominium Association and may not be removed from the pool area. Chairs, tables, etc. should be returned to their proper place. Umbrellas must be closed after use.

C.18 In consideration of all residents who live close to the pool, the noise level should be kept at a minimum at all times, especially from 8:00 pm to 10:00 pm. No screaming allowed.

C.19 Management, board members, and residents reserve the right to ask residents/guests to leave for any violations of rules. As a resident if you observe violations that need to be addressed, please contact Management Company with date, time, when the offense took place and who was involved including unit number. Calls may be made anonymously. If the matter is of high risk, please call 911 immediately.

C.20 Unit Owners and their Tenants who are at least 2 months behind in their Condominium dues and who have not turned in their Unit Owner Annual Registration Form shall have their swimming pool privileges revoked until account is paid in full and form is turned in.

C.21 Unit Owners that currently rent out their units must have all required rental information turned in and lease fee paid to Management. The information that is required are lease, renter's insurance, and registration form. If the information is not provided the swimming pool privileges will be revoked until fee is paid and information is turned in.

IMPORTANT INFORMATION

Please keep this information with your governing documents

Cherrywood Village Condominium Association, Inc.

RESOLUTION TO ADOPT RULE ON NEW OWNER CAPITAL RESERVE CONTRIBUTION FEE

WHEREAS the Board of Directors of Cherrywood Village Condominium Association, Inc. (the "Association") has the authority "to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the details of the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time" pursuant to Article II, Section 8(e) of the By-Laws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule:

Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a transfer fee to the Association in an amount equal to three (3) months' installments of the regular annual assessments at that time. The fee payment shall be non-refundable, shall be made to the Association at closing (or in any event, concurrent with the transfer) and shall be deposited by the Association into the operating account and/or the reserve account, at the discretion of the Board. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

a. When the transfer is to or from a trust where the sole beneficiary is the donor and Owner, or to or from an LLC where the Owner is the controlling manager/member, and no funds are exchanged on the transfer;
b. When the transfer is solely between legally married spouses, domestic partners, and/or current Owners;
c. When the transfer is solely between a parent and his, her or their child; and
d. When the transfer is to or from the Association.

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 June 20, 2024, with the Rule to take effect on July 1, 2024.

President _____

Secretary _____