WOODLAKE VILLAGE

Revised August 14th, 2019

RULES AND REGULATIONS

All unit owners and/or residents and visitors must abide by all City of Franklin rules and regulations. See the City of Franklin website: **www.ci.franklin.wi.us**

ASSOCIATION FEES

All Associations fees are due on the 1st of the month. If fees are not received by the 10th of the month, a $40.00 late charge will be assessed.

ANNUAL MEETING

Owners are required to either attend the annual meeting in person or via a proxy form. Owners who fail to attend the meeting or submit their proxy form will be issued a $50 fine. Proxy forms must be received by a board member or the property manager at least three (3) days prior to the meeting.

BALCONIES - See PATIOS AND BALCONIES

COMMON AREAS

1. Kiddy pools, toys, lawn furniture, portable fire pits, etc. must be removed from the common area nightly--no exceptions. Damage to the lawn area by the use of a pool, furniture, etc. is the homeowner's responsibility to immediately repair. Pools are to be no deeper than eight (8) inches and no larger than four (4) feet in diameter. If a pool becomes a nuisance to other unit owners and/or residents, the Association may require the pool to be replaced with a smaller one or be removed.

2. Permanent swing sets and slides are not allowed on common areas at any time. Personal belongings must be removed from the common area prior to sundown each night. It is required that bicycles, wagons, pools, toys, etc. be removed from the common area by sunset. Storage shall be contained inside the unit or garage.

3. Any damage caused to lawn, shrubs, etc. by owner, tenant, children, pets or guests must be repaired by the homeowner within ten (10) days of notice by the Association. Failure to repair the area within ten (10) days will result in the Association's contractor completing the repair. All costs and expenses relating to the repair will be assessed against the unit owner.
4. A Unit Owner must obtain the Board's written consent prior to any alteration to any common or limited common element.
5. Portable and/or permanent sports/recreational fixtures are prohibited on any common element or limited common element. These include, but are not limited to, basketball hoops, basketball backboards, street hockey nets, volleyball nets, etc. Organized sports/recreational activities including, but not limited to, pick-up football, basketball or baseball/softball games are likewise prohibited.
6. The use of skateboards and gas or electric scooters is prohibited on any common element or limited common element within the condominium. Deerwood Lane is a private road, and therefore part of the common area.
7. Signs, posters, and other notices may not be attached to the exterior of any building or the mailboxes unless approved by the Board of Directors in advance and in writing.
8. Overnight tenting is prohibited on common areas. The drying or airing of tents must be done during the daylight hours only. Tents must be removed by sundown. Recreational use of tents is prohibited.
9. A real estate "For Sale" sign must be displayed in the window of the unit for sale. Sign should be no larger than 24"x36". Open House signs are allowed during the time of the open house. For rent signs are prohibited in all instances.
10. One information box per unit is permitted, provided it does not interfere with your neighbor, grass cutting, or snow removal.
11. **Storm doors:** Unit owners must request board approval, in writing, for the installation of a storm door. If done without approval, the unit owner will be required to remove storm door and install a board approved storm door at the unit owner's expense. Please contact the president of the board or the management company for all information on storm doors.
12. **Rummage sales:** The following sales and related signage are prohibited in Woodlake Village: rummage sales, estate sales, chattel or similar sales.
13. **Security cameras:** Security cameras are not allowed to be installed on any common element. The use of "Ring" or "Nest" like video recording doorbell systems may be installed by replacing the current doorbell for a unit. The recording doorbell camera may installed in the same location as the doorbell to be removed and cannot be wider than the existing door trim where the current doorbell is located. A licensed contractor must be used to install the equipment. The unit owner will be responsible for any damage caused by the installation, use and subsequent removal of said video recording doorbell system.

INSURANCE

1. All unit owners are required to carry their own insurance for their unit. (A HO6 policy is recommended). The contents and any upgrades within a unit are not covered by the master policy. The Association recommends that you obtain coverage for possible water damage to the unit below your unit.
2. All claims by a unit owner against the Master Policy will require the deductible to be paid by the unit owner, unless the damage was caused by the Associations negligence.

LANDSCAPING

1. No landscaping or planting is allowed in any common element or limited common element without permission. All landscaping and planting must be approved in writing by the Board of Directors prior to any work being performed. Do not assume that you can plant anything. Ask the committee first.
2. Additions or removal of trees and/or shrubbery must have written approval of the Board of Directors prior to being performed.
3. Clinging vines may not adhere to the building, or any part of the Commons areas.
4. Plant hangers, windsocks, etc. must be put on shepherd hooks or hung by non-invasive means within the patio or balcony.

5. Unit owners are only allowed a total of three (3) pots – one (1) pot on the entry stoop and no more than two (2) by the garage. Pots cannot impede one's ability to enter or exit their unit and/or garage. Pots should be no larger than thirty inches. Pots maybe put out on May 15th and put away by Oct. 15th. Pots must be maintained and presentable at all times. NO pots are allowed in planting beds. Balcony pots – unit owners may have two (2) balcony pots. The pots cannot leak or overflow onto the balcony below. Sheperd's Hooks – one (1) shepherd's hook with a hanging basket is allowed per unit and must be installed securely in the mulch bed adjacent to your unit. Lawn decorations including wind chimes, statues, figurines, gazing balls, decorative flags, etc. must be approved in writing by the Board of Directors before being put up or installed.

6. No birdhouses, birdbaths or birdfeeders are allowed in or on the condominium complex, including all common and limited common elements.

LEASES and LEASING OF UNIT – see Condominium By-Laws Article VIII. Sec 8.1(c)

OWNERSHIP

No more than ten percent (10%) of the units may be owned by the same person(s) or entity.

PARKING – see VEHICLES

PATIOS AND BALCONIES

1. Patios, balconies and garages are often an extension of the living space, but remember, they carry noise to other units and areas around them.
2. Grills are not allowed on the balconies or within 10 feet of the units.
3. All plant containers must be secure, but may not be permanently mounted. Flower pots may not be permanently mounted on the outside of railings.
4. Bird feeders, birdbaths and birdhouses are not permitted on patios or balconies.

PETS

1. All City of Franklin rules, laws or ordinances relating to pets shall be incorporated as part of these rules.
2. Per rules and regulations, unit owners and/or residents shall not have more than two (2) common household pets. (For example: cats, dogs, etc./ no chickens, pigs, or rabbits. Dogs shall not exceed: a) twenty-four (24) inches in height, measured from the ground to the shoulder, or b) weigh more than 60 pounds, as a single pet or combined weight of both. Dogs commonly classified as "attack dogs"

including all Dobermans, German Shepherds, American Staffordshire Terrier, Staffordshire Terrier, American Pitbull Terrier, Pitbull Terrier, Miniature Pitbull Terrier, Rottweiler breeds, shall not be kept anywhere within the condominium complex, including inside any unit.

3. Dangerous and exotic animals, as defined by the City of Franklin, shall not be kept or harbored anywhere within the condominium community at any time.
4. Boarding of animals is not permitted.
5. All pets must be on a leash when outside of a unit and accompanied by the unit owner and/or resident, who must have with them some means of waste removal, i.e., pooper scooper, plastic bag, etc.
6. Any deposit of waste by a pet on the common areas shall **IMMEDIATELY** be removed and properly disposed of by the person attending the animal.
7. No staking or tethering of pets is allowed.
8. Pets shall not be fed outside the unit or in the common areas.
9. The unit owners and/or resident are responsible for their pets and their guest's pets. The unit owner and/or resident shall be held responsible for any damage caused by their pets or pets for which they are responsible. The unit owner and/or resident shall have ten (10) days to repair damage caused by a pet. If not repaired within ten (10) days, the Association's contractor shall repair said damage, and all costs and expenses will be charged to the unit owner's account.
10. Any animal or pet creating a nuisance or disturbance may be removed from the property upon three (3) days written notice from the Association.

PROBLEMS WITH ANOTHER CONDOMINIUM OWNER

If you are having a problem with a neighbor violating these rules, please talk to the neighbor to attempt a reasonable correction prior to contacting the Board of Directors. If talking to the individual does not clear up the problem, a letter should be written to the Board outlining your problem and stating what action you would recommend to rectify the problem. If deemed appropriate by the Board, a Board member will contact the homeowner in question and discuss the problem, pursuant to the Enforcement Section of these rules. You MUST have documentation of your actions before asking the Board to intervene.

NOISE

1. Noise is the most sensitive element of condominium living. Please be considerate of your neighbors. Noise penetrates mostly downward, sometimes upward, seldom sideways. Walls are more soundproof than floors and ceilings. Patios and garages resonate noise.
2. Excessive or loud noise, including door slamming, loud talking or loud media noise is not considerate, can be annoying and is prohibited. Loud noise from your patio/balcony/garage impacts your neighbors
3. Exercise machines, stationary bikes, treadmills, and rowing machines should be adequately padded to buffer noise.
4. Construction or remodeling noise, including hammering, drilling, and sawing, is not allowed before 8 a.m. or after 8 p.m.
5. Running often reverberates through to other units, sounding much louder than it does in the unit of origin. Be considerate of your neighbor.
6. The best way to determine if high volume from stereos, televisions, radios, or musical instruments annoys your neighbors is to ask them. Low bass sounds are particularly penetrating and can be muffled by raising speakers off the floor.
7. **Excessive/intrusive noise complaints should be directed to the Franklin Police Department and documentation provided to the property manager and Board of Directors.**

SEASONAL DECORATIONS

1. Seasonal decorations and plant hangers are not permitted to be attached to the exterior of the building with nails, tacks, screws, etc. However, holiday lights, garlands, wreaths, etc. are allowed on balconies and patios if a temporary, non-invasive means of attachment is used.
   Wreaths are permitted to be hung on the front door with the use of a wreath hanger. Holiday tree removal shall be handled directly by the unit owner and/or resident. The City of Franklin may have a schedule for picking up live trees. Please check with the City prior to placing your tree outside for pick up.
2. December seasonal holiday decorations are permitted starting the week before Thanksgiving lasting until January 15th. For holidays at other times of the year, decorations are permitted the week before through the week after the holiday.
3. To decorate the evergreen tree(s) outside of your unit, prior written approval must be obtained from the Board of Directors.

SPEED LIMIT

Deerwood Lane is a private road, with several blind spots. Speeds above 15 m.p.h. are not permitted for everyone's safety.

TRASH/RECYCLING

1. Garbage, trash, and recycling should not be put out before 7 PM the night before pick-up (a schedule can be obtained by the City of Franklin). All residents need to be aware of the many scavengers that target trash and take up residence in our buildings/Woodlake Village. Therefore, all trash put out before 7:00AM on day of pick up should be in a trash bin with a secure lid. Please label your trash bin/lid with your unit address. Plastic bags can only be put out on the day of pick up after 7:00 AM.

2. To make reclaiming errant trash/recycling containers easier; put your address on them with a permanent marker.

VEHICLES & PARKING

1. **NO PARKING shall be allowed on the U shaped drive** of the complex between the hours of 2 a.m. and 7 a.m. daily. Garages, driveways and the 3 designated additional parking areas are to be used during these hours.
2. Vehicles may be fined and/or towed, without notice to the owner, for the following violations:
   a. Parked in another unit owner and/or resident's driveway without their written permission.
   b. Parked behind other vehicles or obstructing the use of other vehicles.
   c. Parked in front of fire hydrants or on grass.
   d. Parked on Association property while not currently licensed and/or operable, i.e. expired plates, no plates, or no "applied for" plate on the vehicle.
   e. Parked in the additional parking spaces for an extended period of time (more than 3 days).
3 Common parking areas should not be used as long-term or extra parking for unit occupants.
4. Commercial vehicles cannot be parked outside.
5. Motor cycles, snowmobiles, boats, trailers, motor homes, ATVs, jet skies or any similar vehicles cannot be parked or stored outside.
6. Vehicles must be moved to accommodate snow removal.

7. Vehicles parked outside of a unit or in the additional parking spaces must be moved on a regular basis or when needed for snow and ice removal, maintenance or repair of drives and parking area.

Unit owners and/or residents sharing driveways must be considerate of their neighbors, especially during the winter. If you need more parking, please park directly in front of your garage. **There is no parking in the 'neutral zone.'**

Unit Owners are responsible for the acts and fines of their residents, tenants and guests.

ENFORCEMENT AND VIOLATION PENALTIES

1. Violations may be reported by any unit owner and/or resident to:
   a. The City of Franklin Police Department, if the violation is an infraction of a City ordinance or any other law.
   b. Board of Directors.
2. A violation reported to the Board of Directors must be in writing and contain the following:
   a. Name of offender and address, if known.
   b. Violation observed and brief description thereof.
   c. Time and place of occurrence; or, if a continuing violation, the times and places of observance of the occurrences.
   d. Name, address and telephone number of the reporting unit owner and/or resident.
3. Upon receipt of a report of a violation, the Board of Directors, at its option, shall:
   a. Fine the alleged offender the appropriate fine as per the Penalties Section of these rules, and/or
   b. Send a written warning letter asking for compliance, and/or
   c. Obtain a voluntary correction of the violation, and/or
   d. Achieve a compromise solution to which the complainant, the alleged offender and the majority of the Board of Directors agree to. All three parties must be in agreement.
4. Grievance Committee Rules and Procedures
   a. If either the complainant or offender is not satisfied with the decision of the Board of Directors, the complainant or offender may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of Board of Director's initial decision. If no demand is made within 14 calendar days, then the decision of the Board of Directors shall be final. If a demand is timely made, Board of Directors shall submit the matter to the Grievance Committee within fourteen (14) days.
   b. The Grievance Committee shall consist of a member of the Board of Directors, who will act as the Chairperson, and six (6) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
   c. Each member at large shall serve for one (1) year.
   d. For any grievance hearing, the Chairperson and three (3) of the six (6) members at large shall serve. A majority vote of the Committee will determine the action and decisions of the Committee. The Chairperson shall not cast a vote except to break a tie.
   e. Members serving on any Grievance Committee must not be directly or indirectly involved in the specific dispute at hand.

f. Upon receipt by the Grievance Committee of a grievance, the Chairperson shall proceed as follows:
    i. A letter shall be sent by certified mail, return receipt requested, informing all parties:
        1. Of the time, place and date of a hearing before the Grievance Committee.
        2. Of the right to counsel.
        3. That evidence shall be received and a record made whether or not the party complained against attends.
        4. That, if found in violation, a fine may be imposed in accordance with the Penalties Section, plus costs and actual attorney fees incurred by the Association.
        5. That any such fine imposed may be secured by filing a lien against the subject Unit, as prescribed by law.
    ii. The hearing shall be divided into two (2) sections:
        1. The hearing. The Hearing Section shall be open to only the Committee, Board of Directors, the parties involved, their attorneys and witnesses.
        2. The determination and decision. The Determination and Decision Section of the meeting shall be open only to the Committee. The decision will be rendered in writing to concerned parties within five (5) business days of the hearing.
        3. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Committee Chairperson, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party. The matter will not be reheard unless these costs are first paid to the responding party.
        4. If the alleged offender fails to appear, the complainant must prove his grievance and no presumption can be made against the alleged offender for non-appearance.
        5. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
g. The decision of the Grievance Committee is final.

PENALTIES

Each violation of the Rules and Regulations, By-laws or the Condominium Declaration shall be punishable by all means set forth in the By-laws, Condominium Declaration or any law and/or by <u>one or more</u> of the following:

a. A written reprimand.
b. A fine, in conformity with §703.24 Wis. Stat., in an amount not to exceed the amount allowed in the By-Laws - $150, plus administrative costs of $50, plus reasonable attorney fees
c. By the Association removing or correcting the violation, the cost of which, including reasonable attorney fees, shall be born by the unit owner and/or resident.
d. Each violation and each day a violation continues or occurs, shall constitute a separate offense for the purposes of this provision and shall commence from the date of the violation if corrective action is not taken within the time frame set forth by the Grievance Committee.
e. Any fines, charges, attorney's fees and/or court costs levied to the Association as the result of the conduct of a resident and/or unit owner, their tenant and/or their representative, shall be charged back to the unit owner by the Association.

In the event a unit owner, occupant or guest initiates a legal action against the Association and the Association is ultimately successful, the unit owner, occupant, or guest shall be responsible for the paying the legal fees incurred by the Association.

A $40 late fee will be added to any monthly assessment or special assessment not paid on time.

Failure to abide by these Rules and Regulation, the By-laws, and the Condominium Documents will result in a lien and/or fine pursuant to Chapter 703 of the Wisconsin Statutes and the Condominium Documents of the Woodlake Village Condominium Association.

Originally adopted May 7, 2007 - Board of Directors of Woodlake Village Condominium Association
Amended & adopted May 28, 2015 - Board of Directors Woodlake Village Condominium Association with effective date of July 1, 2015.