NORTHRIDGE LAKES - EAST BAY OWNERS' ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

RULES & REGULATIONS

EAST BAY OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

Revised 08 February 2005
July 16, 2008
October 24, 2011
August 14, 2013

PREFACE

While the Board of Directors of the Association is empowered to establish Rules and Regulations through the By-Laws of the Association, they are not promulgated with the intent of suppressing the individual rights and privileges of the unit owners or their families. Rather, they recognize that the rights, privileges, and well-being of all residents must be protected from the abuses of the few.

These Rules and Regulations are in effect as of August 14, 2013, and are subject to change upon notification of the Association members. All previous Rules and Regulations are rescinded or canceled.

Further, all city, state, and federal ordinances, the Declaration of Condominium, and the By-Laws of the Association are to be considered a part of these Rules and Regulations.

These rules have been developed by the standing Committees of the Board of Directors, received and approved by the Board, and published this date. Do not remove from your unit. It is the owner's responsibility to pass a copy of the Rules and Regulations on to the new buyer.

Reporting

Any unit owner or resident may report violations in any of the following ways:

1. To the Milwaukee Police Department if the violation is an infraction of a City Ordinance.

2. To the Arbitration and Complaint Chairperson or members of the committee. All complaints must be submitted in written form, unless an emergency exists in which the telephone may be used to report the alleged violation of the East Bay Rules and Regulations. All information received by the Arbitration and Complaint Committee will be deemed confidential.

Enforcement

The Arbitration and Complaint Committee or member of The Board of Directors will draft a written warning or issue a violation ticket to inform the unit owner to stop violating an East Bay Rule, Regulation, By-Law, or Declaration of Condominium. Upon repeated violations of an East Bay Rule, Regulation, By-Law, or Declaration of Condominium the, Arbitration and Complaint Committee or member of the Board of Directors shall direct the Administrative Assistant to invoice a monetary assessment against the unit owner. Monetary assessments for violations within the same category within a one (1) year period will be as follows:

Second occurrence within the same category	$ 20.00
Third occurrence within the same category	$ 50.00
Fourth occurrence within the same category	$100.00
Subsequent occurrences within the same category	$100.00

All monetary assessments and fines will be due and payable immediately upon receipt by the unit owner. If an assessment or fine is NOT paid within 30 days of the date of the invoice, an administrative fee of $10.00 shall be applied for each 30 day period the bill remains unpaid. After $100.00 in accrued assessments (fines, fees, etc.), a lien may be filed against the unit.

Any unit owner who fails to submit mandatory documentation (e.g. fireplace inspection, smoke and CO detector statement, mortgage holder information) by the deadline set may also be subject to the above fine structure. Each subsequent month in which the information is not submitted will be considered a repeat violation and fine accordingly.

I. SWIMMING POOL

The State of Wisconsin and the City of Milwaukee Health Dept. make and enforce the rules for swimming pools such as ours, and we must respect these rules or stand the chance of losing our operating permit. Please discuss these rules with ALL family members! It is the responsibility of each resident to personally assist in the enforcement of the pool rules.

RESIDENTS FOUND IN VIOLATION OF POOL RULES WILL BE SUBJECT TO FINES ACCORDING TO THE FINE SCHEDULE IN THE RULES AND REGULATIONS. UPON THE FIFTH VIOLATION, POOL PRIVILEGES WILL BE REVOKED AND POOL KEY SURRENDERED.

THESE RULES WILL BE STRICTLY ENFORCED WITH NO EXCEPTIONS. THE BOARD OF DIRECTORS WILL TAKE PROMPT ACTION. Contact a member of the Arbitration & Complaint Committee if there are any problems.

POOL RULES

1. Pool opening time on weekdays will be 8:00 A.M. or after servicing the pool is complete. Pool hours are Monday through Thursday 8:00 A.M. to 10:00 P.M., Friday 8:00 A.M. to 11:00 P.M., Saturday 7:00 A.M. to 11:00 P.M. and Sunday 7:00 A.M. to 10:00 P.M. At all other times the pool is closed.

2. No one under the age of eighteen (18) will be allowed in the pool area unless accompanied by an adult member of a unit or an adult family member. This adult is responsible for all such minors.

3. Any owner or lessee, who admits anyone to the pool, assumes full responsibility for compliance of all rules and regulations. All fines or assessments for repairs shall be levied on the owner.

4. Each unit is issued one key to the pool area. Replacement keys will be available for a $15.00 charge, for the first replacement, and $25 for each additional replacement. The gate must be closed and locked at all times. Keys may not be left in the lock at ANY time. If keys are lost, duplicates will only be made on or about June 1 and September 1.

5. Each unit will be limited to four guests on holiday weekends.

6. No one who is unable to control bowel or bladder function is allowed in the pool at any time without commercially sold swim diapers specifically designated for that purpose. Regular diapers with rubber pants are not allowed. Unit owners are responsible for notifying a Board member in the case of fecal leakage so the pool can be closed for cleaning and decontamination.

SWIMMING POOL (cont.)

7. Under no circumstances (except in an emergency) shall anyone climb over or through the pool fence. Anyone in violation of this rule will be expelled for the season.

8. All persons are required to take a shower, rinsing well to remove all soap and shampoo before entering the pool.

9. Spitting, blowing noses, spouting water, or any actions that may pollute the water are strictly forbidden.

10. Anyone with a communicable disease, skin abrasion, open cut, or wearing a Band-Aid is not allowed in the pool.

11. Frayed and cut-off jeans, long pants, or street clothing is not allowed in the pool. Only swimsuits are allowed in the pool.

12. Anyone with long hair (shoulder length or longer) is required to wear a swim cap or have the hair up in a ponytail.

13. Running on the pool deck, horseplay, pushing, wrestling, or intentional dunking in the pool area is not allowed. Diving of any kind is strictly forbidden.

14. All persons are responsible for cleaning up their litter. Users of ashtrays are required to empty them in specified containers.

15. No food, gum, glass, or shatterable plastic is permitted within the fenced pool area. Also, no drinks or tobacco is permitted within six (6) feet of the pool.

16. No animals are allowed in the pool area.

17. The rope separating the shallow end from the deep end of the pool shall not be disconnected and/or removed. Standing or sitting on the rope is not permitted.

18. Loud noises, including radios and tape players, and foul language in the pool area are prohibited.

19. No flotation devices larger than 6' x 3' will be allowed in the pool.

II. PARKING AND TRAFFIC REGULATIONS

VISITOR PARKING: There seems to be some confusion regarding the use of Visitor parking spaces. Because we have 140 unit owners and only 67 Visitor parking spaces, there are not enough spaces for each unit to be assigned a space. The Board has worked long and hard to come up with an equitable way for these spaces to be used, taking into account that some unit owners have special situations and needs. The purpose of our rules is to avoid having a few individuals park all day and/or all night in a visitor spot, thereby prohibiting other unit owners, and visitors, from using them. These spaces are NOT "holy ground" that can never be used. If a unit owner is cleaning out their garage and needs to park in a Visitor space for an hour or two, that is perfectly acceptible. If owners with a single car garage and two cars have a situation where one driver comes home from work early in the morning and the second driver leaves for work soon after, there is no reason why the first driver can't park in Visitor parking for a short time, until the second driver leaves. If a unit owner is having appliances or furniture delivered or rehab work done in their unit and the garage is needed for equipment and materials, just notify Hunt Management that temporary use of a Visitor spot is needed. If unit owners can think of a better way of dealing with this issue, PLEASE submit it in writing to Hunt Management, and it will be directed to the Board for serious consideration. Just remember, the suggestion needs to be fair to everyone.

A. NO CURBSIDE PARKING EXCEPT IN MARKED STALLS. ORD. 101-23.5

B. Residents are required to use their garage and garage apron for vehicle parking, leaving designated parking spaces for guests, delivery, and service vehicles. The only exception to this rule is when weather forecasts are for **one (1) inch** or more of snow or the City of Milwaukee declares a snow emergency, then vehicles are not to be parked on garage aprons, but may use guest parking, to facilitate snow removal. **Vehicles without a visitor permit must be returned to their apron within 24 hours as soon as the apron has been cleared of snow**. Any other exceptions will be considered on a case-by-case basis upon written application to the Board of Directors. **One warning, only, will be given for parking violations.**

C. All East Bay Residents must register all vehicles with the Management Company office. If residents add, subtract or change vehicles or license plates, this information must also be reported to the Management Company office within **ten days** of the change.

PARKING AND TRAFFIC REGULATIONS (cont.)

D. Vehicles that are **not** allowed to park within East Bay:

1. Commercial vehicles
2. Recreational vehicles (motor homes, pickup campers, etc.).
3. Trailers (house, boat, camper, etc.).
4. Stored vehicles unless garaged.
5. Any vehicle in guest parking area which does not have a guest-parking permit after 11 PM.
6. A vehicle that leaks any fluids such as oil, gasoline, anti-freeze or other substance, which may cause damage to the asphalt.
7. Vehicles without a current license plate, registration sticker, or temporary vehicle registration issued by a state entity.

E. Vehicles shall not be parked on garage aprons in such a manner as to hinder convenient access to adjacent garages or block roadways. Fifteen feet width is minimum required for emergency vehicle access. Motorcycles or other vehicles shall not be parked on any sidewalk, entryway, or pedestrian path.

F. A speed limit of **10** mph applies to all motorized vehicles operated within East Bay property.

G. Disabled, abandoned, unlicensed, or illegally parked vehicles will be ticketed and towed away at owner's expense after a warning has been given.

H. Permission for guest parking usage of more than 72 hours may be obtained by filling out the Visitor parking request form found on the web site and submitting it to the management company.

I. Extensive vehicle maintenance and/or repair will not be allowed on garage aprons or other common areas. Any fluid leakage must be absorbed (kitty litter or sand—NOT dirt) and cleaned up by the unit owner, immediately.

J. Violations will be enforced with the aid of Association fine system and the towing company.

PARKING AND TRAFFIC REGULATIONS (cont.)

EAST BAY OWNERS, ASSOCIATION PARKING RULES

1. All units must register any vehicles kept on EBOA property and be issued a **parking permit** to be displayed from their rear-view mirror.

2. A visitor shall be defined as a non-resident staying with a unit owner for not more than 30 days.

3. Unit owners requiring a guest visitor parking permit for longer than 72 hours (3 days) must fill out a visitor parking request form and submit the form to the management company. **Visitor parking will not be permitted to extend beyond 30 days without written permission from the Board.**

4. All vehicles, except temporary visitors, parked on EBOA property must have a parking permit displayed from their rear-view mirror. If they are an EBOA resident or a long-term guest a visitor parking permit must be displayed, at all times when the vehicle is on EBOA property.

5. Any owner vehicle parked in visitor parking areas must have approval of the Board and display **BOTH a parking permit AND a visitor parking permit.**

6. No charges may be assessed for parking permits.

7. **Owner parking permits for visitor parking are to be renewed annually. Owner parking permits for a visitor space are valid from August 1 through July 31.** Requests for renewal of a visitor parking permit must be submitted in writing (email or USPS) to the management company no later than July 15th. The application form can be obtained from the management company.

8. Oversized vehicles that are too tall to fit in the garage or on the apron will be taken under special consideration by Board.

9. No unit owner may use more than one (1) visitor parking space at any time except during an expected snowfall of one (1) inch or more.

10. A garage apron shall be defined as the width of the garage and a depth of 18 feet into the asphalt from the garage. **All vehicles parked behind a garage must be parked within the defined apron.**

PARKING AND TRAFFIC REGULATIONS (cont.)

11. **Unit owners who have a two (2) car garage and full apron and are not blocking a walkway or visitor parking are NOT eligible for use of visitor parking except during a snow emergency.**

12. **Unit owners who have vehicles in excess of the combined garage and apron space must park their excess vehicles on the street and are subject to City of Milwaukee parking ordinances.**

13. **Garages are to be used for vehicle parking. Unit owners who use their garages for purposes other than the parking of vehicles in use, such as storage, play areas, workout areas, etc. are not permitted to have the use of a visitor parking space.**

14. EBOA is not zoned for business, therefore, the buying and selling of vehicles or the repairing of non-unit owned vehicles is prohibited.

15. No unit owner shall be allocated a visitor parking permit for vehicles in excess of the number of licensed drivers living in their unit.

16. Commercial vehicles and those displaying business logos or information are not allowed to be parked overnight on EBOA property, except where the business requires the unit owner to use a company owned vehicles and that have prior approval from the Board. Those vehicles will need magnetic company identifiers which can be removed while the vehicle is on East Bay property.

17. Recreational vehicles, campers, boats and trailers are not allowed on EBOA property overnight, except by specific prior approval from the Board.

18. Vehicles designated for moving or unit repair work may be briefly (no more than 24 hours) kept on EBOA property. If a longer period is required, the Management Company office must be notified in WRITING and Board approval obtained.

19. **At no time can any vehicle, except those on official business, be parked in front of yellow curbing, because of the potential of obstructing easy access by emergency vehicles. This is a city of Milwaukee ordinance (ORD. 101-23.5).**

PARKING AND TRAFFIC REGULATIONS (cont.)

20. **At no time should any vehicles be parked, that would deny any unit owner access to their garage without that owner's written permission.**

21. Unit owners are financially responsible for the repair or replacement of any asphalt damage caused during vehicle maintenance or by leaking vehicle fluids.

22. Vehicles parked illegally or in violation of these rules or not displaying a parking permit will be subject to the following fine schedule:

First violation = warning
Second violation = $20.00
Third violation = $50.00
Fourth violation = $100.00
Fifth violation= Towing at unit owner expense

23. **Unit owners are responsible for violations incurred by their guests and will be fined according to the above schedule. Violations by guests count toward the total of violations by the unit owner.**

24. New owners have use of one guest parking space for 30 days following their initial move-in date. The management company must be contacted, and the new owners must display a permit in their vehicle.

25. Any perceived violations that are not covered by the above rules will be dealt with by the Board on an individual basis.

III. PEDESTRIAN PATHS

A. No motorized vehicles, with the exception of maintenance and security vehicles, will be permitted on pedestrian paths.

B. Pathways must be free from obstructions at all times.

IV. PETS

A. Residents are responsible for their pets and observance of Milwaukee Code of ordinances.

B. Pets shall not be kept in common or limited common areas while owner and/or responsible party is absent from the residence.

C. All pets must be kept on a leash and accompanied when outside. Pets shall not be staked out in common areas, on a tether long enough to reach common areas, or allowed to run loose.

D. The pet owner is responsible for cleaning up all pet litter immediately.

E. Residents aggrieved by violation of pet ordinances have the responsibility to report such violations to MADAC at 414-649-8640.

F. The keeping, raising, or husbandry of livestock, including poultry, miniature pigs, and miniature horses, is not permitted on East Bay property. Only typical domestic animals that are meant for in-home maintenance such as dogs, cats, birds, gerbils and hamsters, rabbits, and fish, will be permitted according to City of Milwaukee and Milwaukee County limitations.

V. GENERAL SAFETY

A. Any activity, which is harmful or potentially harmful to either person or property, is not permitted. This includes, without limitation to, any sports or other conduct near any structure or people, which could cause harm or damage.

B. Barbecuing within a garage, front entryway, or on a balcony is prohibited.

1. More than one LP Gas cylinder containing gas must not be stored inside any unit or garage.

2. Grills, smokers, and patio fire pits should be a minimum of 10 feet from the building when in use.

C. The riding of bicycles, scooters, and other such vehicles is not permitted on the common grass areas.

VI. ARCHITECTURAL, LANDSCAPING, AND ALTERATIONS

A. PRIOR TO ANY PROPOSED INSTALLATIONS AND/OR DEVIATION IN ARCHITECTURAL APPEARANCE, PLANS AND SPECIFICATIONS MUST BE SUBMITTED, IN WRITING, TO THE ARCHITECTURAL COMMITTEE FOR REVIEW AND RECOMMENDATION TO THE BOARD OF DIRECTORS FOR APPROVAL. THE UNIT OWNER WILL BE RESPONSIBLE FOR OBTAINING CERTIFICATES OF INSURANCE AND ANY REQUIRED PERMITS. ALL PROPOSALS MUST FALL WITHIN THE FOLLOWING GUIDELINES:

1. FENCES & GATES

   a. All parallel fence extensions, closures, etc. shall be of same size, height, material, and color as existing fences. Height, size, area enclosed, etc., will be subject to review and inspection during construction.

   b. Gates shall be of same material and color as fence, or black steel construction similar to that enclosing the pool (no scroll work, curves, etc., allowed).

   c. Pet proofing shall be of solid construction to minimize grass-trimming problems.

2. PATIO SURFACING (concrete, stone, brick, etc.)

   a. Enclosed Patios: Full surfacing of enclosed area is permitted.

   b. Equal 14' Fences (measured from building): Surfacing to limits of fence is permitted.

   c. Unequal Fences: Surfacing to the limits of the longest perpendicular fence appurtenant to the unit or 14' whichever is the shortest shall be permitted.

   d. Equal 8' Fences: Surfacing to 10' from building (2' past fences) is permitted. Should grades or slopes prevent surfacing, special treatment to raise grade, building retaining walls, etc. will require special approval by the Architectural Committee and the Board of Directors.

   e. The underside of decks or other patio surfaces that have a 1" or more clearance above ground level must be enclosed to prevent access under the deck or patio by animals.

ARCHITECTURAL, LANDSCAPING, AND ALTERATIONS (cont.)

3. PATIO LIGHTS - It shall be permitted for any unit owner to install a patio light on either or both sides of the patio door of a style as designated by the Board. The patio lights will remain the responsibility of the unit owner along with the cost of the lights and installation. The lights must be installed by a licensed electrician within the limits set forth in this paragraph.

a. Style: As approved by the Board of Directors for the purpose of consistency in appearance. Presently approved style is Kichler-Lantana #9166AZ.

b. Fixture Color: Architectural bronze finish and light umber glass.

c. Vertical Position: Centerline of electrical box = 10 inches from top of patio door (excluding wood molding).

d. Horizontal Position: Centerline of electrical box – 11 inches (□ 2 inches) from right and or left edge of patio door (excluding wood molding).

4. LANDSCAPING:

A. General improvements such as low voltage outdoor lighting in the limited common patio area are permitted with the approval of the Architectural Committee.

B. The Architectural committee must approve plantings and edging materials in the common areas such as the area adjacent to the limited common area of the patio and the common area along side of every building. The responsibility for the maintaining of such plantings will be exclusively those of the unit owner. These plantings should be placed in such a manner that they are trimmed or pruned at a distance of eight inches from the building or fencing. Plantings must also be trimmed in such a manner that they do not encroach over any walkway.

C. Every new unit owner on purchase of their condominium unit assumes the responsibility of maintaining the landscaping in the limited common area of the patio and the common areas adjacent to their unit.

D. Unit owners who do not maintain the landscaping (including pet damage) in the common areas adjacent to their patio and/or building will be requested to remove the landscaping and re-sod their area. If the unit owner does not remove the landscaping within 30 days of notice from the association, the association shall then make the necessary repairs and bill the unit owner for the association's expenses.

E. Nothing may be attached to the vinyl siding of the buildings: including, but not limited to such items as flag pole holders, plant holders, hanging plants, flower boxes and trellises. The association's repair of any damage caused by these or any other attachments to the vinyl siding will be billed to the unit owner.

ARCHITECTURAL, LANDSCAPING, AND ALTERATIONS (cont.)

F. At no time will a unit owner be deprived of the opportunity to display the American Flag, however, it must be attached only to the wooden or composite areas of the exterior, never on the vinyl siding.

5. STORM DOORS & SHADES – dark brown, aluminum doors, contemporary styling. Clear plastic, blinds, or Roman shades hung on the exterior of windows or doors are not permitted.

6. FIREPLACES - Internal – only with the prior approval of the Board of Directors in writing, with no structural changes or overloading of floor system. Must meet all building codes and be inspected by a city building inspector before use. Unit owner will be responsible for damages incurred because of or relating to the fireplace and/or fireplace chimney. The unit owner of a wood-burning fireplace, used 1 to 9 times per year, must have the fireplace chimney inspected every two years and cleaned as necessary. A unit owner who states they do not use their wood burning fireplace at all, in writing and signed, does not need to have their fireplace inspected. However, they will need to state this in writing on an annual basis.

Wood-burning fireplaces, used 10 or more times per year, must have the chimney inspected annually and cleaned as necessary. The frequency of use will be on an honor system.
The owner of a gas fireplace must have the fireplace chimney inspected every 5 years and cleaned as necessary. Owners of gas-burning fireplaces continue to need to have them inspected every five years even if they do not use them because of the risk of a gas leak.
Unit owners with fireplaces must furnish the Association office with a certificate of inspection and/or cleaning.

7. WINDOWS & DOORS - Replacement of windows and/or patio doors must be of the same size, color, and design as the original windows and/or patio doors and have the **written approval of the Board of Directors.** Front doors and garage access doors must be of steel construction, and front doors (entryway doors) must be dark brown in color and consist of no more than 50% glass with the glass portion being in the upper part of the door, only-not lower, along the sides, or down the middle. Windows must be of the vertical slide-by or crank-out style with the casement being dark brown in color to match the existing windows. Screening mesh must be charcoal gray or dark brown (also called bronze) in color. Any deviation from this rule could require the removal of the replacement windows and/or doors at the owner's expense.
Subsection a: Bay windows may be substituted **in an existing window site only**. Board approval must be obtained PRIOR to installation.

ARCHITECTURAL, LANDSCAPING, AND ALTERATIONS (cont.)

8. AIR CONDITIONERS - Replacement air conditioners must be of the same design as the original and mounted in the garage wall.
Or
Free standing air conditioners are permitted and must be installed according to manufacturers' installation instructions and safety guidelines. All work must be done according to local and national building, electrical and mechanical codes. Do not adjust or handle refrigerant unless you are EPA-Certified. Do not handle high-voltage electrical wiring unless properly trained. The unit must be placed on an ecoplastic slab or current industry standard, the ground needs to be level and secure, and the unit can be no closer than 4 inches from the siding. The installation must enter the building below the siding level. The top of the free standing A/C unit must be covered for the winter months with bottom edge of the covering at least 6 inches from the ground.
If a free standing unit is installed, the old in-wall unit needs to have the cooling refrigerant removed and disposed of properly. If the in-wall unit is removed, the vent space must be covered over from the inside of the garage with 1/2 inch plywood sheeting and siding placed over it at the unit owner's expense.

- NO in-garage installation of free standing air conditioners are allowed.
- The placement of the air conditioner will be decided between the unit owner, the Board and their contractor.
  The Board MUST be notified IN WRITING before installing an air conditioner.

9. SMOKE AND CARBON MONOXIDE DETECTORS - All unit owners will attest, in writing, on an annual basis, that they have, per City of Milwaukee Ordinance, functioning smoke and carbon monoxide detectors on every level (basement, first, and second floors). Any unit owner failing to provide such by the deadline set, will be subject to an assessment against their unit as noted in the Rules and By-Laws. Any unit owner falsely attesting to having these devices, may be subject to legal liability should a fire or carbon monoxide episode occur.

10. HOLIDAY DECORATIONS - Outdoor holiday lighting may be displayed in the entryway and patio area only, not attached to the building, UL approved for outdoor use with the UL label attached, and not adversely affect neighbors. Extension cords will not be allowed to be placed where they cross any walkway. No large displays will be allowed. A wreath or similar decoration, no larger than 36 inches in diameter, will be permitted in the entryway and/or below address.

11. GARAGE DOORS - Garage doors must appear smooth from at least ten (10) feet away. No windows, shapes, or patterns are allowed. It must be painted the Association-approved color. Paint can be obtained from John at cost.

ARCHITECTURAL, LANDSCAPING, AND ALTERATIONS (cont.)

12. SEWERS - Unit owners are responsible for everything that gets flushed down the toilet. Only toilet tissue and human waste should be flushed. Anything that is flushed down the toilet and causes sanitary sewer obstruction including, but not limited to, wipes of any kind (including baby wipes and "flushable" wipes), paper towels, cloth of any sort, toys, etc. will be the financial responsibility of the unit owner. If a specific responsible unit owner cannot be determined, all unit owners in the building(s) involved will share the cost of repairs.

13. SIDING AND ROOF- Nothing can be nailed, screwed, tacked, taped, or otherwise affixed to any area which has siding or to the roof without written permission from the Board of Directors.

14. OUTDOOR GROUND ITEMS - All front door mats, apron mats, flower pots and any other devices on the ground must be removed prior to the first snowfall and may not be put back out before May 1.

Removal and/or repair of damages caused by unapproved alterations will be done at the owner's expense.

VII. NOISE AND GARBAGE

A. Be considerate of your neighbors when within your unit or on common property. Excessive noise or public disturbance by persons or pets will not be tolerated. City of Milwaukee Laws apply.

B. Garbage and recyclable receptacles must be kept within the garage. You may place receptacles out after 4 P.M. the evening before scheduled pickup. Return empty receptacles to the garage by the evening of pickup.

C. For correct garbage pickup days, call the maintenance shop's answering machine at 354-1455.

D. Garbage must be secured in such a manner to prevent garbage and other litter from blowing around and/or attracting animals.

E. When moving from a condominium unit, the unit owner shall be responsible to see that all trash is removed or picked up prior to leaving unit.

VIII. RESPECT

A. Disrespect of others including, but not limited to, nationality, ethnicity, race, age, gender, or sexual orientation, is unacceptable and will not be tolerated or condoned in this community.

IX. PAYMENT OF MAINTENANCE FEES

Maintenance fees are due on April 1 of each year, however, a unit owner may opt, at his or her discretion, to pay the appropriate amount on a semi-annual, quarterly, or monthly basis until the full amount has been paid. The maintenance fees must be paid in total by March 10 of that same fiscal year. All maintenance fees must be paid by the tenth (10^{th}) of the month to avoid a late fee.

Northridge Lakes – East Bay Owners' Association, Inc.
Rules & Regulations Changes & Additions
Approved at the Board of Directors Meeting on September 23, 2021

I. SWIMMING POOL – Edit Section #4

4. Each unit is issued one key to the pool area. Replacement keys will be available for a $15.00 charge, for the first replacement, and $25 for each additional replacement. There is no charge for replacing a defective key.

A. The gate must be closed and locked at all times. Keys may not be left in the lock at ANY time. If keys are lost, duplicates will only be made on or about June 1 and September 1.
B. Unit owners are responsible for passing the pool key on to the new owner at the time of closing. If the key is not passed on, for whatever reason, the new unit owner will be charged $15 for a replacement key.

I. SWIMMING POOL – Edit Section #7

7. Under no circumstances (except in an emergency) shall anyone climb over or through the pool fence. Anyone in violation of this rule will be expelled for the season. If a unit owner shall persist in having individuals climb over the fence, they shall be subject to the Association fine system.

I. SWIMMING POOL – Add Section #20

20. No individual unit owner or group of owners may grant permission to any non-resident the use or taking of Northridge Lakes - East Bay Owners' Association property without the written consent of the Board of Directors. Said unit owner(s) must be present the whole time the non-resident is on Northridge Lakes - East Bay Owners' Association, Inc.'s property and is responsible for their behavior and actions while they are on the property.

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V. GENERAL SAFETY – Add Section B, Subsection 3

3. Grills, smokers, and other cooking devices used on the garage apron shall be placed back into the garage as soon as the device is cool to the touch. Devices may not be left on the apron.

VI. ARCHITECTURAL, LANDSCAPE, AND ALTERATIONS – Replace Section 13

13. SIDING AND ROOF

Nothing can be nailed, screwed, tacked, taped, or otherwise affixed to any area which has siding or to the roof without written permission from the Board of Directors. If screws or nails are to be used, they must be affixed to the wood composite areas. Repair for damaging siding or roofing will be charged to the unit owner if caused by the above without prior approval from the Board of Directors.

IX. PAYMENTS OF MAINTENANCE FEES – Reword Section Heading

NEW Section Heading

IX. REGISTRATION, OWNER COMMUNICATION, NEW OWNER RULES & PAYMENTS OF FEES AND ASSESSMENTS - Add Sections 1, 2, 3 a-f, 4, 5 & 6

1. PAYMENT DUE DATES

Maintenance fees are due on April 1 of each year, however, a unit owner may opt, at his or her discretion, to pay the appropriate amount on a semi-annual, quarterly, or monthly basis until the full amount has been paid. All maintenance fees must be paid by the tenth (10th) of the month to avoid a late fee. The maintenance fees must be paid in total by March 10 of that same fiscal year.

2. FAILURE TO PAY MAINTENANCE FEES

Failure to pay maintenance fees as scheduled will result in accruing late fees (as outlined in the by-laws), a lien being placed on the property, and/or forwarding the matter to the Association's legal counsel If at any time a unit owner is experiencing a financial hardship, the unit owner must inform the Management Company immediately. The Treasurer, at their discretion and per the Delinquency and Repayment Plan Policy of the Board of Directors, may enter a scheduled payment plan with the unit owner.

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3. RULES REGARDING COLLECTIONS OF ASSESSMENTS AND OTHER CHARGES

A. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable, and must be received by the Association, on the first (1st) day of each month. Payment must be received at the Association's designated address or at the Property manager's designated address. All payments received by the Association from or on behalf of an Owner (unless the payment has been designated to be applied to a specified obligation) will be applied to the payment of the oldest prior outstanding charges in the following priority before being applied to any current charges (e.g., current monthly assessment):

   a. collection charges including attorney's fees and court costs,
   b. late fees, and/or interest,
   c. fines,
   d. other charges (e.g., LCE Chargeback),
   e. special assessments, and
   f. prior monthly assessments

B. Any payment of the monthly assessments and any special assessments or other lawful charges of the Association which is received by the Association after the tenth (10th) day of the month shall be considered late. Any payment of less than the full amount of the monthly assessment, special assessment or other charges (other than Late Charges) by the tenth (10th) day of the month when due shall cause the Unit Owner to be subject to a Late Charge of ten dollars ($ 10) for the month said assessment or other charge (other than Late Charge) was due. The Late Charge shall be added to and deemed a part of the Unit Owner's Common Expenses. The Late Charge is not a penalty; but rather reflects the value of services incurred in administering late or unpaid assessments or other charges.

C. If there is an unpaid balance on a Unit Owner's account on the eleventh (11th) day of the month, the Association may (but shall not be required to) issue a letter to the Unit Owner advising the Owner of the balance due to the Association

Continued On The Next Page

3. RULES REGARDING COLLECTIONS OF ASSESSMENTS AND OTHER CHARGES – **Continued**

D. No later than the date when any portion of a Unit Owner's account becomes sixty (60) days past due (or when there is an amount of at least one hundred ($100) due on Unit Owner's account), the Board may file a lien against the lien against the unit, with charges for this filing the responsibility of the unit owner. When the amount owed reaches or exceeds five hundred ($500) dollars, the Board may forward the matter to an attorney to initiate legal proceedings to collect all sums due and owing to the Association. This legal action may include, but is not limited to, issuing a balance due letter, filing of a lien, filing a breach of contract suit, and/or lien foreclosure, taking into consideration what the Unit Owner's unpaid balance is comprised of. All attorney's fees and court costs charged to the Association relating to a collection matter, to the extent permitted by law, shall be charged to the Unit Owner's account as his additional share of the Common Expense or as may be set forth in a court order.

E. In the sole discretion of the Board, the Board shall have the authority to credit back any late charges which may have been added to a Unit Owner's account.

F. In pursuant to the above items in the delinquency policy, the Board may enter into a repayment plan (see attached document) with an owner that requests it. The decision to enter into a repayment plan is at the sole discretion of the Board.

4. ANNUAL REGISTRATION FORM

All unit owners shall be required to submit a registration form, annually, with updated information regarding vehicles, pets, residents in the unit and their ages, mortgage carrier and contact information, phone numbers, email addresses, and other information as deemed necessary by the Board of Directors in order to maintain the financial security and safety of the Association and unit owners. Failure to submit this signed form by the date indicated may result in the implementation of the Association's Enforcement Policy as indicated in the Rules & Regulations.

5. COMMUNICATION WITH UNIT OWNERS

Communication with unit owners shall be by electronic means whenever possible (email and website). If a unit owner chooses not to have access to electronic means or if they do not have access to electronic devices capable of delivering email and internet, they are to notify the management company. Their notices will be sent out by US Mail.

Continued On The Next Page

6. RULE REGARDING NEW OWNERS

Every new owner, prior to closing on their unit, shall receive a written explanation describing what being a member of a homeowners' association means and involves. They will receive a copy of the Declarations, By-Laws, and Rules which they will need to review and sign off on. These will be provided by the management company to the prospective owner. In addition, prospective owners will be encouraged to seek the advice of an attorney regarding their obligations as a member of an HOA prior to closing.

NORTHRIDGE LAKES-EAST BAY OWNERS' ASSOCIATION RULES/POLICIES REGARDING COLLECTIONS OF ASSESSMENTS AND OTHER CHARGES

A. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable, and must be received by the Association, on the first (1st) day of each month. Payment must be received at the Association's designated address. All payments received, (unless the payment has been designated to be applied to a specified obligation), will be applied to the payment of the oldest prior outstanding charges in the following priority before being applied to any current charges: a. collection charges including attorney's fees and court costs, b. late fees, and/or interest, c. fines, d. other charges, e. special assessments, and f. prior monthly assessments.

B. Any payment of the monthly assessments and any special assessments or other lawful charges of the Association which is received by the Association after the tenth (10th) day of the month shall be considered late. Any payment of less than the full amount of the monthly assessment, special assessment or other charges (other than Late Charges) by the tenth (10th) day of the month when due shall cause the Unit Owner to be subject to a Late Charge of 10% per annum for the month said assessment or other charge (other than Late Charge) was due. The Late Charge shall be added to and deemed a part of the Unit Owner's Common Expenses. The Late Charge is not a penalty; but rather reflects the value of services incurred in administering late or unpaid assessments or other charges.

C. If there is an unpaid balance on a Unit Owner's account on the eleventh (11th) day of the month, the Association may (but shall not be required to) issue a letter or other correspondence to the Unit Owner advising the Owner of the balance due to the Association.

D. No later than the date when any portion of a Unit Owner's account becomes ninety (90) days past due, the Board shall forward the matter to an attorney to initiate legal proceedings to collect all sums due and owing to the Association. This legal action may include, but is not limited to, issuing a balance due letter, filing of a lien, filing a breach of contract suit, and/or lien foreclosure, taking into consideration what the Unit Owner's unpaid balance is comprised of and based on advice of counsel. All attorney's fees and court costs charged to the Association relating to a collection matter, shall be paid by the delinquent Unit Owner and shall be charged to the Unit Owner's account as his additional share of the Common Expense or as may be set forth in a court order.

E. In the sole discretion of the Board, the Board shall have the authority to credit back any late charges which may have been added to a Unit Owner's account.

F. In pursuant to the above items in the delinquency policy, the Board may enter into a repayment plan (see attached document) with an owner that requests it. The decision to enter into a repayment plan is at the sole discretion of the Board.

East Bay Owners' Association Repayment Plan

Please complete all of the information requested below, including phone and email. You must include official documentation as to why you require a repayment plan (unemployment, furlough, etc.). Return this sheet and the required documentation to the East Bay office or submit electronically to eastbay.treasurer@gmail.com.

Name:

Unit Number:

Current monthly fees:

Phone number:

Email:

Reason for requesting repayment plan (**documentation must be included**):

I agree to pay $_____per month ($100 minimum) until _____(month and year), which means that I am delinquent on payments to East Bay. After the month and year indicated above, I will pay $_____ per month until my delinquent balance is paid in full.

By signing below, I acknowledge that I have read and understand the Northridge Lakes East Bay Owners' Association RULES/POLICIES REGARDING COLLECTIONS OF ASSESSMENTS AND OTHER CHARGES. I understand that the decision to approve and/or modify my repayment plan is at the discretion of the Board of Directors. I understand that as long as I follow the repayment plan outlined above, the Board of Directors will forego any legal proceedings against me, including filling a lien. If at any time I do not make the payments outlined above, I understand that the Board of Directors may begin legal proceedings against me.

_____ _____

Owner Signature Date

_____ _____

East Bay Board Member Date

Approved: _____ Approved with modifications:_____ Not approved:_____

Northridge Lakes – East Bay Owners' Association, Inc.
Rules & Regulations Changes & Additions
Approved in April 2022, Amended June 2022

ADMINISTRATIVE RULES

Unit Owners shall be required to complete and submit an annual Registration Form sheet beginning with the purchase of their Unit and every April, thereafter, to include, but not limited to the following:

- **Name of Unit Owner and Unit Number**
- **Name(s) of all in residence and ages**
- **Phone number(s)**
- **Email address(es)**
- **Make, model, color, and license number of all vehicles**
- **Names and descriptions of pets (dogs, cats)**
- **Mortgage holder**
- **Emergency contact name and number (someone who has access to the Unit)**
- **Permission to list phone number and email address in Association roster (yes or no)**

Failure to return the Registration Form by the designated date will result in the issuing of a weekly $100 fine until the form is returned.

ARCHITECTURE, LANDSCAPING, AND ALTERATIONS

2. PATIO SURFACING

g. According to the Declarations, extensions of the patio area beyond that of the original patio design is not permitted.

h. The current Unit Owner at the time of the repair or replacement of an altered patio, if necessary, shall be required to restore the patio area to its original size.

UNIT OWNER RESPONSIBILITIES

1. Unit Owners shall maintain Homeowner's Insurance (HO-6) at all times while a resident of East Bay Owners' Association.

2. Unit Owners shall send evidence of this insurance (certificate of insurance) to the Management Company within thirty (30) days of the initial passage of this amendment and within ten (10) days of each annual renewal. Failure to send this certificate may result in a fine being levied.

3. All costs East Bay spends on attorneys to collect any debt an owner owes East Bay will be added to that debt. Per statute:

An Association may recover costs and actual attorney fees. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

4. Unit Owners are welcome to obtain vendors of their choosing for Board mandated repairs, however, the Association will only pay the amount indicated by the Association selected contractor.

5. Any Unit Owner who has an opening through a vertical wall to access the space above the garage (storage room) must notify the Management Company no later than March 20, 2022 of the existence of this opening in order to have it sealed off at the expense of the Association, and have this process completed by May 1, 2022. Failure to abide by either of these criteria will result in the Unit Owner having financial responsibility for this repair.

a. Any unit owner found to have an illegal storage area defined as having access through a vertical wall into the space above the garage area and violating the integrity of the fire wall - per City of Milwaukee Code - will have thirty (30) days to have this access sealed off at their expense and submit an invoice and pictures indicating this has been completed to the Management Company. Failure to have this repair completed within the designated time frame will result in a $500 fine.

6. Unit Owners must notify the Management Company prior to starting any internal repairs or rehabilitation. Proof of permits and certificate of insurance of the contractor must be submitted prior to initiation of these efforts. If the unit owner is doing the repairs, themselves, they will be financially responsible for any damage or injury that

may occur as a result of their work. Failure to abide by this rule will result in a $100/day fine until these requirements are met in full.

7. Management Company MUST be notified prior to the cessation of any service to the other units in the building, such as, but not limited to, water supply. Failure to do this will result in a $100 per calendar day, per unit affected fine until full service is restored.

8. Unit owners are responsible for picking up and disposing of all litter they and/or their guests have left on the grounds as well as any left-over garbage and litter while in the process of moving into or out of the complex. Failure to do so will result in a $300 fine as well as the cost for clean-up and disposal. If the individual has moved out of East Bay, the Association will not hesitate to seek collection of these amounts, legally.

POOL RULES

After discussion with the Association attorney, it was determined that those individuals who persist in violating pool rules, even after being subject to the Association fines as stated in the rules and By-Laws, may be prohibited from using the pool for a period of ONE (1) year. Pool keys will be collected from the Unit Owner and will not be returned until that time period has expired. Entering the pool falsely will only extend that period. Any unit owner who fails or refuses to turn in the pool key when requested will be financially responsible for the cost of re-keying the pool gate and supplying new keys to the remainder of the unit owners.

PARKING SPACE RENTALS

As a means of acquiring extra income without increasing unit owner maintenance fees, the Board of Directors has decided that up to 10% (7 spaces) of our visitor parking spaces will be available for unit owners to rent. The following rules will apply:

1. Cost will be $100/month per space (subject to change) with an annual renewal date of August 1

2. This will not alter or impact those unit owners who have been granted use of a visitor spot for need.

3. Visitor spots designated for rent will have signage indicating they are "RESERVED" spaces.

4. Rental spots will be allocated on a first come-first serve basis. Make request to the Management Company. If there are more than 10 requests, selection will be made by lottery.

5. These spots will be designated in lower use areas.

6. Spaces will be assigned. Each reserved sign will have a specific number.

7. Any vehicle inappropriately parking in a "RESERVED" spot will be towed at owner expense and carry a $100 fine for the offending unit owner.

8. Be sure guests are warned not to use RESERVED spaces at any time.

9. No more than one (1) rental space may be assigned to a unit unless extra spaces are available after August 1.

10. Unit owners must be clear on the books and up-to-date with payments in order to be eligible to rent a space.

11. A unit owner who falls behind on any payments due will lose, after a 30 day grace period to make complete restitution, their access to a rental space until all payments have been paid. They will then be eligible to apply for a space at the next August 1 date.

12. Rental payment is due at the same time maintenance fees are due.

13. Any vehicle parked in a "RESERVED" spot must have the identifying marker displayed on the rear-view mirror Failure to have this displayed will void access to the use of a rental space.

14. Vehicles parked in rental spaces must have current State of Wisconsin license and annual registration sticker.

15. Vehicle must be drivable and in proper repair.

16. Spaces may not be used for vehicle repair or maintenance.

17. Rental spaces are assigned to a specific vehicle, not the unit. If the assigned vehicle is changed, the Management Company must be notified, immediately, and new vehicle information registered.

18. Unit owners who have been assigned the rental spaces will receive the phone number of the Association's towing company. If their reserved space is occupied by

someone else the assigned unit owner is to call the towing company to have the improper vehicle removed. Proof of having the reserved space assigned to them must be shown to the towing driver to authenticate the offending vehicle is to be removed.

SECURITY CAMERAS & VIDEO DOORBELLS

Security cameras and video doorbells may be installed subject to the following:

1. Installation of any security camera or video doorbell requires approval of the Board of Directors. Northridge Lakes – East Bay Owners' Association, Inc. reserves the right to require adjustment, alteration, or removal of any camera deemed to intrude on the privacy of others or to violate the rules and regulations in any way, but the Association does not thereby assume any liability or responsibility for the equipment or its use.

2. Security cameras and video doorbells shall be installed and adjusted to focus only on the unit's Limited Common Areas including the garage, apron, front door, and patio area, without infringing on the privacy of neighboring units and without monitoring public property and Common Elements.

3. They shall only be attached to siding with 3M Outdoor Command Strips or siding hooks. They cannot be nailed, screwed, tacked, taped, or otherwise affixed to any area which has siding. If screws or nails are to be used, they must be affixed to the wood composite area or metal soffit and waterproofed with clear silicone caulk. Repair for damaging siding or roofing will be charged to unit owners if caused by any of the above without prior written approval from the Board.

4. All equipment shall be wireless and black or white in color. If a wired system is to be used, it must be approved on an individual basis.

5. Once installed, repairs and maintenance become the sole responsibility of the unit owner from installation forward and will become the responsibility of any future unit owners.

6. Any repairs needed to the unit exterior by the installation, alteration, replacement, or removal of any security equipment shall be the responsibility of the unit owner.

7. The Association shall not be liable for any damage to cameras, wiring or other security equipment caused by maintenance or repairs to the unit or surrounding property. The Association shall not be liable for any claims arising out of the use of the cameras or any recordings. The unit owner shall indemnify the Association, the Board, and any of its members or agents for any claims and costs, including legal fees, arising from, or relating to any owners' use of security cameras or other equipment, regardless of whether such equipment installation was disclosed, approved, or otherwise permitted.

8. The Association, at its sole discretion and for any cause deemed appropriate by the Board of Directors, retains the right to demand removal or modification of any camera, wiring or other security equipment.

POOL SECURITY CAMERA UPDATE

Some folks have expressed concerns regarding the pool security camera system that is being installed. This communication will, hopefully, address those concerns. There are three cameras strategically placed to cover the pool area and access to the pool. We had a Community Resource Officer from the Milwaukee Police Department come and advise us regarding camera placement and steps to take to protect our pool users as well as those reviewing the pictures. These rules have also been reviewed by our attorney. Here are the rules the Board is voting on at our meeting this Thursday, July 14th:

1. Pool security cameras will only be reviewed when an adverse incident is reported to the management company and/or a Board member and only for the time frame associated with the incident.
2. Video shall be preserved for no fewer than 10 days and deleted by the video capture system thereafter.
3. Other than for use by the Board of the Association, its managing agent engaged in Association business, and its insurance carrier, video from the surveillance camera(s) will be made available for viewing and copying only to members of law enforcement in connection with an active criminal investigation to which they are assigned, and to other persons (including Residents) as may be required by subpoena or court order.
4. **Two** Board members, one of which MUST be a woman, must review the camera upload at the same time and in the same place. This is to protect both the people depicted on the pictures as well as those charged with reviewing the pictures.
5. These designated Board members will be determined by the Board of Directors in conjunction with the Property Manager.
6. Anyone found to be reviewing these pictures, without direction of the Board of Directors, without a second unit owner present, or for time periods not associated with a **reported** (to the

management company and subsequently to the Board of Directors) incident shall be reported to the police.

7. Notwithstanding the foregoing, video shall be preserved for a reasonable period of time thereafter to be determined by the Board if a written request to preserve a video is made to the Board and if the person requesting pays the Association's expenses in connection with the preservation of such video (prior to the automatic deletion date).

Concerns have been expressed regarding people showering. Please keep in mind, no one should be showering unclothed, so they will be in the same swim wear as when they are in the pool. Naked showering should be reserved for the privacy of your homes.

The system will be functional by the end of the day Tuesday, July 12th. All wires will be buried to a minimum depth of two feet. If you have additional concerns, PLEASE contact Hunt or a Board member for further clarification. Adjustments and concerns will be addressed as needed.

Remember, the purpose of this system is to address trespassers, NOT to watch our residents. The only other time this system may need to be accessed is if there is an injury or death in the pool.

East Bay Owners' Association Board of Directors

CAR WASHING

Only vehicles registered with the Management Company as belonging to residents residing in Northridge Lakes - East Bay Owners' Association, Inc. may be washed on East Bay's premises or using East Bay's water. Washing of unregistered vehicles will result in the following process:

1. Warning letter to cease and desist
2. $150 fine per vehicle
3. $250 fine per vehicle for each subsequent incident.

Rationale:

We continue to have individuals use our water for washing numerous cars. Our water bill is over $130,000/year as it is. We don't need to have our water used to benefit non-residents.

August 25, 2022, Approved Rules

INTERNAL CHANGES.

a. A Unit Owner shall not make an alteration of a structural nature within his Unit without previously notifying the Association in writing, through the management agent, if any, or through the President if no management agent is employed and specifying in such notice the alteration proposed. A Unit Owner shall not perform or allow to be performed any act or work which would impair the structural soundness or integrity of any building or the safety of the property or impair any easement or hereditament without the prior written consent of the Association. ***Going forward from the date of approval of this amendment, the current unit owner shall be financially responsible for any and all repairs needed to rectify improper alterations. Any unit owner who makes structural changes, allows others to make changes, or fails to correct or repair any previously made changes when instructed to do so by the Board of Directors shall be held legally and financially liable for any and all injuries or damage deemed to be due to these changes.***

(b). As of May 1, 2022, any unit found to have a violation in the integrity of a vertical wall will be the financial responsibility of the current owner for repair and closing off of the defect in the wall.

August 25, 2022, Approved Rules
Continued

OCCUPANCY.

All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Management Company within five (5) days of lease signing. The Unit Owner and tenant shall at all times provide the Management Company with current mailing addresses and telephone number.

Notwithstanding the provisions in the Bylaws & noted above, no unit owner may rent or lease their unit unless all of their maintenance fees are current, and all other fees and fines are paid in full and remain so during.

GENERAL ADMINISTRATION

When expenditures need to be made urgently, defined as prior to the next scheduled Board meeting, or contracts need to be signed, this may be done with the signed approval of two (2) officers of the Board (President, Vice President, Secretary, Treasurer). Maximum expenditure that can be approved under this policy is $10,000. The expenditure must be presented at the next scheduled Board meeting for approval.

PAYMENT OF MAINTENANCE FEES

If an account is 2 months past due, it will be sent to the attorney for collections. And, if payment is not made we will file a lien.

August 25, 2022, Approved Rules
Continued

ILLEGAL STORAGE AREAS

Any unit owner found to have an illegal storage area defined as having access through a vertical wall into the space above the garage area and violating the integrity of the fire wall—per City of Milwaukee code—will have 30 days to have this access sealed off at their expense and submit an invoice and pictures indicating this has been completed to the Management Company. Failure to have this repair completed within the designated time frame will result in a $500 fine.

USE OF OUTSIDE SPIGOTS

a. Spigots are placed on the outside of buildings, both on a side of a building and on some patios. These spigots are placed for the use of all unit owners as well as maintenance of landscaping. Even though they may be located at the site of a specific unit, they belong to the Association, not any individual unit owner. The unit owner who resides where the spigot is located is responsible for ensuring the water is turned on by the Friday before Memorial Day and turned off by November 1st and line drained. Water is paid for by the Association.

b. Any unit owner leaving their personal hose attached to a spigot is indicating that it is OK for others to use the hose. If someone does not want to have others use their hose, they must remove it from the spigot and store it either on their patio or in the garage. Any hose left out is an indication that it is OK for others to use it.

August 25, 2022, Approved Rules
Continued

USE OF THE POOL FOR POOL PARTIES

It is possible for a unit owner to use the pool for a group party, however, other East Bay residents will not be excluded from the pool during the time of the party. The unit owner sponsoring the party is ultimately responsible for all behavior and rule enforcement and MUST be on-site at the pool for the duration of the party. In addition to the current pool rules, the following shall apply:

Any group of more than eight (8) guests shall be considered a pool party, and these rules shall apply.

a. The unit owner will be responsible for any and all fines accrued for pool violations.

b. Pool parties may not be held on weekends or holidays.

c. Maximum number of participants is 25 individuals including adult chaperones.

d. One adult (over age 18) for every 10 children must be on site to act as an observer/chaperone.

e. In addition, children with special needs or impairments such as (but not limited to) Diabetes, seizures, mobility issues must have an observer specifically assigned to watch them and assist as needed.

f. Maximum time for the party is two hours determined from the time the first person enters the pool area.

g. Chaperones are expected to become familiar with and enforce all pool rules.

August 25, 2022, Approved Rules
Continued

USE OF THE POOL FOR POOL PARTIES (continued)

h. Unit owner is responsible for ensuring that all food is kept outside of the fenced-in area and that all litter is picked up and disposed of at the end of the party.

i. Permission for the party must be obtained from the Board of Directors, management company notified, and legal waiver signed at least one week prior to the party

j. **East Bay has no legal responsibility for providing a Life Guard or supervisory personnel**.

NOTE: Life Guards are NOT provided or available. Swim at your own risk.

ADMINISTRATIVE RULE

Contact Information:

All unit owners are required to provide current contact information for the unit owner and an emergency contact number should the unit owner be unreachable. Failure to provide this information and keep it up to date may result in a $100/week fine. Should the failure to provide this information impact other unit owners (e.g. water to the building having to be turned off), an initial $400 fine will be levied the first day and $100 per day thereafter until the impact is resolved and normalcy restored.

ARCHITECTURAL, LANDSCAPING AND ALTERATIONS

Rules: VI, 13a.

Acts of God

Effective March 9,2023, consequential (internal homeowner property) damage caused to the roof Acts of God will not be the responsibility of the Association.

If a unit owner notices water leaking through the garage ceiling, they are to notify the management company. Management company will arrange for the association roofing contractor to assess and repair any roof damage. Unit owners may have the contractor of their choice repair the interior of their garage at their cost. They are welcome to contact the management company for contractor recommendations. Unit owners are encouraged to contact their insurance agent to verify coverage. The cost of the roof repair belongs to the Association and the cost of internal repairs belongs to the unit owner.

Northridge Lakes –
East Bay Owners' Association, Inc.

C/O Hunt Management Inc
10520 N Baehr Rd Ste Q – Mequon, WI 53092

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

email: clientservices@huntmanagement.com
website: www.huntmanagement.com

August 24, 2023

RE: Updated Rules and Regulations

Dear Homeowners of Northridge Lakes East Bay Owners' Association, Inc.,

On May 23rd, 2023, the attached Rules and Regulations were approved by the Board of Directors.

UNIT OWNER WHO DOES NOT SUBMIT PROXY/VOTE FOR THE ANNUAL MEETING

Any Unit Owner who fails or refrains from submitting his or her proxy and vote for the Annual Meeting is ineligible to serve as proxy for another Unit Owner.

Rationale: If a Unit Owner does not accept the responsibility as a member of a Homeowners' Association to submit their proxy own and vote, they are in no position to take on that responsibility for other Unit Owners.

BOARD MEMBER ENTERING ANOTHER PERSON'S UNIT

In keeping with the policy that has been practiced since at least 2000, if not earlier, two Board members MUST be present when entering a unit other than their own. This is only to be done when the issue being inspected is inside the unit. If the issue involves a problem confined to the outside of the unit, there is no need for anyone to enter the unit. This policy was established for the protection of both the Board members and the Unit Owner.

RULE ADDITION REGARDING RENTERS

All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the ***Management Company within five (5) days of lease signing***. The Unit Owner and tenant shall, always, provide the ***Management Company*** with current mailing addresses and telephone number.

No unit owner may rent or lease their unit unless all their maintenance fees are current, and all other fees and fines are paid in full and remain so during the duration of the rental term.

Rationale: In the rare instance a unit owner is allowed to rent out their unit, the above rule would apply. The unit owner cannot, under any circumstances, fail to remain clear of their financial obligations to the Association. Should they be in arrears for more than 30 days, the rental allowance shall be terminated.

UPDATED OUTDOOR GRILLING RULE

We were notified by our insurance company that the following rule change MUST be implemented, immediately:

Rules & Regulations, Section V General Safety, Subsection B,

1. Barbecuing within a garage, front entryway, or on a balcony is prohibited.
2. Such devices should only be stored after becoming cool to the touch, and must be stored on the unit patio or inside the unit garage as soon as possible
3.Absolutely no wood fires of any kind.
4. Use of **charcoal grills** must be AT LEAST **25 feet from** the greatest protruding area of a multi-family building—including privacy fences.
5. **Gas and propane grills** must be AT LEAST **15 feet** away from this same area. This includes privacy fences.
6. Gas and propane grills must have the fuel source turned off, completely, once grilling is done. That means turned off at both the tank and the cooking area.
7. No grill may be returned to an indoor storage area until it is cool to the touch.
8. Coals may NOT be placed in the garbage container or poured out on the ground.
9. An immediate source of water or a fire extinguisher appropriate for charcoal and fossil fuels in good operating condition, must be immediately available.
10. Fire pits are not allowed.
11. If a unit has a pre-existing gas grill on the patio, it can no longer be used.
12. For the purposes of this rule, solid privacy fences extending from a building are considered part of the building
13. Storing more than one LP Gas cylinder containing gas inside any unit or garage is prohibited

Our insurance company is following the trend of the majority of insurance companies across the country. Many insurance companies are refusing to insure HOAs and condo associations, at all, if these appliances are used. For our insurance company, this means if a fire starts and you are grilling closer than the above distance or in violation of this rule, our insurance company may not cover the damage—the unit owner may be liable for all the costs—including building damage and damage, inconveniences, and harm caused to any other unit and resident.

On June 23rd, 2023, the attached Rules and Regulations were approved by the Board of Directors.

MUSIC AT THE POOL AREA

Unfortunately, we have a few people who feel their music takes precedence over everyone else's music and have it blaring obnoxiously throughout the day. As a result, the Board has decided that…

" No speakers, radios, or other music devices are allowed in the pool area unless the music is delivered directly and solely to personal ear phones or ear buds."

Those unit owners who have guests using the pool, please be sure to inform your guests of this as unit owners will be fined if their guests do not comply. Anyone failing to comply with this rule will be fined according to our fine structure, and ultimately may be restricted from using the pool.

We are a community. Please be respectful of the rights of others. Thank you. If the noise issue persists, the pool will be closed.

On August 10th, 2023, the attached Rules and Regulations were approved by the Board of Directors.

RULES MODIFICATIONS

SWIM HOURS

Hours: 6AM-10AM water exercise and lap swimming, only. This is a low noise time-period with no music or loud noises permitted.

PETS

A. Residents are responsible for their animals and observance of Milwaukee Code of ordinances.

B. Animals shall not be kept in common or limited common areas while owner and/or responsible party is absent from the residence.

C. All animals must be kept on a leash and accompanied when outside. Pets shall not be staked out in common areas, on a tether long enough to reach common areas, or allowed to run loose.

D. The animal owner is responsible for cleaning up all animal litter immediately.

E. Residents aggrieved by violation of animal ordinances have the responsibility to report such violations to MADAC at 414-649-8640.

F. The keeping, raising, or husbandry of livestock, including poultry, miniature pigs, and miniature horses, is not permitted on East Bay property. Only typical domestic animals that are meant for in-home maintenance such as dogs, cats, birds, gerbils and hamsters, rabbits, and fish, will be permitted according to City of Milwaukee and Milwaukee County limitations.

COLLECTIONS

1. All monies over $1000 owed to the Association which are 90 (ninety) days or more overdue will be turned over to the Attorney for collection.

2. Unit owners who have their accounts in collection will need to contact the attorney for accurate amounts.

3. All unit owners in collection are to deal ONLY with the Attorney regarding any and all concerns about their collection status. Board members and Management Company personnel are not permitted to comment on their status or procedures relating to it.

4. interest of 10% annually and a monthly $10 dollar administrative fee which reflects the value of services incurred due to administration of unpaid assessments or other charges.

Please keep these updated Rules & Regulations with your individual copy of the Rules and Regulations.

Thank you,

Hunt Management Incorporated, AAMC
Management Company for
Northridge Lakes East Bay Owners' Association, Inc.

Claudia Mendoza
Property Manager

Northridge Lakes –
East Bay Owners' Association, Inc.

C/O Hunt Management Inc
10520 N Baehr Rd Ste Q – Mequon, WI 53092

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

email: clientservices@huntmanagement.com
website: www.huntmanagement.com

September 26, 2023

RE: Updated Rules and Regulations

Dear Homeowners of Northridge Lakes East Bay Owners' Association, Inc.,

On September 21, 2023, the attached Rules and Regulations were approved by the Board of Directors.

DEADLINE FOR DAMAGE COMPLAINTS—SNOW PLOWING AND LANDSCAPING

Effective immediately, deadlines for reporting damage caused by either the snow plowing company, or the landscaping company are as follows:

Snow Plowing—all damage complaints must be turned in to Hunt Management-- ACCOMPANIED BY PICTURES OF THE DAMAGE—no later than May 1st of the contract year.

Landscaping—all damage complaints must be turned in to Hunt Management—ACCOMPANIED BY PICTURES OF THE DAMAGE—no later than November 1st of the contract year.

To replace previously listed #4 in Collections.

Interest of 10% annually and a monthly $10-dollar administrative fee which reflects the value of services incurred due to administration of unpaid assessments or other charges

OUTDOOR HOT TUBS

1. Patio and Hot Tub may not extend past the end of the privacy fence
2. Certificate of insurance needed for installation
3. Unit owner will need to be assessed for the additional water use by that building
4. Unit Owner will need to have a lid securely closing off the hot tub when not in use to protect wildlife and children. It must be kept locked when no one is using it. An option in addition to the previous sentence is to completely enclose the patio area with matching privacy fencing parallel to the building and perpendicular and attached to the current privacy fencing. It must be of the same height, composition, and color as the current privacy fencing with locked gate in the parallel portion.
5. Jets may not run before 8 AM or after 10 PM because of noise.
6. Chemicals must be stored in a locked, non-corroding container.
7. Hot tub must be kept 3 feet away from the siding and privacy fence
8. Chemical storage container must be animal proof.
9. Hot tub must be placed on a cement slab.
10. Drainage of the Hot Tub must be at least 25 feet from the nearest building

REHAB AND REPAIR TO YOUR UNIT AND PATIO

When the time comes to rehab, repair or change the way our units look inside, the process for doing so can be confusing and daunting. The following is a basic guide for who is responsible for what and some resources for getting questions answered:

Unit Owner:

1. Submission of plans to the Board for approval and in some cases to the City and receives such before starting.
2. Ensure contractor pulls appropriate permits.
3. Ensure contractor has submitted a current COI (Certificate of insurance) to the management company.
4. Ensure contractor expertise (Master Plumber, Master Electrician, etc,) is met where needed. Most likely, when a permit is required, Master level expertise is required.
5. Ensures contractor is licensed by the city where required.

Contractor:

1. Pulls all needed permits.
2. Submits COI to Management Company
3. Submits evidence of licensure as required.
4. Completes project in an efficient and timely manner.
5. Keeps worksite safe and clean from debris.
6. Disposes of all trash and hazardous waste

Management Company:

1. Collects and retains COI for each project.
2. Collects and retains copies of licensure for contractors where needed.

Below, please find some resources regarding licensure. You can also contact Neighborhood Services at 414-286-2268.
There is a WI License search data base
here https://licensesearch.wi.gov/

The contractor will need to be licensed in the trade they are working in. This includes any subcontractors hired by a general contractor. All proper permits need to be pulled with the city.

From our attorney:

"The Board should take it a step further….. If the Board wants the unit owners to track this information down, then they can withhold approving a project until the homeowner provides the contractor's license information along with proof of insurance" to the management company*, "and that is all verified."*

"If you are not doing work on one or two-family homes, or you are doing work that does not require you to pull building permits, the state does not require a license for that type of work, but you will still need to comply with any license requirements at the local level."

https://www.procore.com/library/wisconsin-contractors-license

Attached below is the legal description of the policy.

NORTHRIDGE LAKES-EAST BAY OWNERS' ASSOCIATION
RULES REGARDING UNIT ALTERATIONS, ADDITIONS OR IMPROVEMENTS

1. Internal Unit Changes are governed by Article VIII, Section 2 of the By-Laws of Northridge Lakes-East Bay Owners' Association, certain of which require the prior written consent of the Board of Directors. Those provisions provide as follows:

> "INTERNAL CHANGES. A Unit Owner shall not make any alteration of a structural nature within his Unit without previously notifying the Association in writing, to the management agent, if any, or through the President if no management agent is employed and specifying in such notice the alteration proposed. A Unit Owner shall not perform or allow to be performed any act or work which would impair the structural soundness or integrity of any building or the safety of the property or impair any easement or hereditament without the prior written consent of the Association."

2. In order for the Board to determine whether a project requires prior written consent of the Board, no Owner shall proceed with any Unit addition, alteration, or improvement (except for the following Unit work: _____) without providing the Board the details of such project, at least _____ (__) days prior to the anticipated commencement date of the project. ***Such details shall be provided on the Form attached hereto as Exhibit "A."*** The Board shall promptly advise the Owner whether or not the project requires the prior written consent of the Board.

3. If the Board notifies the Owner that the project requires the prior written consent of the Board, the project shall not proceed without the prior written consent of the Board, and the Owner must provide the Board, at least _____ (__) days prior to the anticipated commencement date of the project, the following:

a) If any addition, alteration or improvement of the Unit by the Unit Owner will affect in any way the structure of the Unit or any portion of the Common Elements (e.g., heating, ventilation, air conditioning, electrical, plumbing, gas, water), the Unit Owner shall provide the Board with plans and specifications (including mechanical and electrical drawings as applicable) prepared or reviewed and approved by an architectural or engineering firm selected or approved by the Board. The cost of such drawings or review and approval shall be paid by the Unit Owner.

(b) An opinion of a licensed architect/engineer indicating that the addition, alteration or improvement will not cause any structural impairment nor interfere with any utility systems, which opinion must be confirmed by Association's architect/engineer;
(c) A schedule of all work to be performed;
(d) The names and addresses of all contractors, subcontractors and material suppliers

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email: clientservices@huntmanagement.com
website: www.huntmanagement.com

October 20, 2023

RE: Updated Rules and Regulations

Dear Homeowners of Northridge Lakes East Bay Owners' Association, Inc.,

On October 19th, 2023, the attached Rules and Regulations were approved by the Board of Directors. Please review the enclosed Rules and keep them with your individual copy of the Rules.

Thank you,
Hunt Management Incorporated, AAMC
Management Company for
Northridge Lakes – East Bay Owners' Association, Inc.

Claudia Mendoza

Claudia Mendoza
Property Manager

IX. PAYMENT OF MAINTENANCE FEES

Maintenance fees are due on April 1 of each year, however, a unit owner may opt, at his or her discretion, to pay the appropriate amount on a semi-annual, quarterly, or monthly basis until the full amount has been paid. All maintenance fees must be paid by the tenth (10^{th}) of the month to avoid a late fee. The maintenance fees must be paid in total by March 10 of that same fiscal year.

Failure to pay maintenance fees as scheduled will result in accruing late fees (as outlined in the by-laws), a lien being placed on the property, and/or forwarding the matter to the Association's legal counsel. ~~Kristin Kappelman does not need to pay her monthly maintenance fees.~~ If at any time a unit owner is experiencing a financial hardship, the unit owner must inform the Association's Treasurer immediately ***in order to be considered for a payment plan***. The Treasurer, at their discretion and per the Delinquency and Repayment Plan Policy of the Board of Directors, may enter a scheduled payment plan with the unit owner.

Enforcement

~~The Arbitration and Complaint Committee or~~ A member of The Board of Directors will draft a written warning or issue a violation ticket to inform the unit owner to stop violating an East Bay Rule, Regulation, By-Law, or Declaration of Condominium. Upon repeated violations of an East Bay Rule, Regulation, By-Law, or Declaration of Condominium ~~the, Arbitration and Complaint Committee or~~ A member of the Board of Directors shall direct the ~~Administrative Assistant~~ Management Company to invoice a monetary assessment against the unit owner. Monetary assessments for violations within the same category within a one (1) year period will be as follows:

Second occurrence within the same category $20

Third occurrence within the same category $50

Fourth occurrence within the same category $100

Subsequent occurrences within the same category $100

All monetary assessments and fines will be due and payable immediately upon. receipt ~~by the unit owner~~. If an assessment or fine is NOT paid within 30 days of the date of the invoice, an administrative fee of $10.00 shall be applied for each 30 day period the bill remains unpaid. After $100.00 in accrued assessments (fines, fees, etc.), a lien may be filed against the unit.

Any unit owner who fails to submit mandatory documentation (e.g., but not limited to, fireplace inspection, smoke and CO detector statement, mortgage holder information, sump pump checking, information sheet) by the deadline will be sent a reminder letter after which they will be subject to a $100 fine. Each subsequent week in which the information is not submitted will be considered a repeat violation and fined accordingly.

APPEALS COMMITTEE

At the recommendation of several law firms that specialize in Home Owner association and Condominium Law, the Board is establishing an Appeals Committee. This committee will be comprised of a pool of approximately eight (8) unit owners who are in good standing on the books and have a familiarity with Condo living, in general, and East Bay in particular.

Purpose: The purpose of the committee is to hear appeals from unit owners who have been fined and do not consider the fine to be justified. Note: these appeals are for fines, only.

Process: If a unit owner has received a fine which he or she feels is unjust, they should contact Hunt and request that the fine be rescinded while giving their explanation why. If this request cannot be resolved to the satisfaction of both the Board member levying the fine and the affected unit owner, that unit owner can request a hearing before the Appeals Committee. Three members will be randomly selected from the pool of committee members, excluding any member(s) with a conflict of interest, and a Zoom meeting will be set up. The Board member will have about 10 minutes to explain why the fine was levied and the recipient will have about 10 minutes to respond and give their reasons why they feel it should not. The panel will be able to ask questions for clarification. They will then adjourn to discuss the situation and arrive at a decision. One member of the panel will notify the Hunt Property Manager of the panel's decision and he or she will notify the two parties involved. The decision of the panel will be final.