BIRCHWOOD CONDOMINIUM ASSOCIATION, LTD.

RULES & REGULATIONS

Effective: MARCH 20, 2013

PREAMBLE

These rules are designed to keep a safe and harmonious atmosphere among all owners/residents of Birchwood Condominiums. They are designed to be rules that are to be followed by ALL 132 owners/residents of Birchwood Condominiums. When followed by all they will provide and promote general safety and welfare of all owners/residents.

The property belongs to ALL owners/residents. Therefore everyone is utilizing the property of others and should therefore respect the rights of others.

COMMON SENSE ISSUES

- Have respect for all other residents.
- Be respectful of neighbors, delivery people, and lawn care and snow removal personnel by having pets on leashes and immediately picking up and disposing properly of pet waste.
- Pick up all lawn materials at the end of each day (the landscaping crews are not here to pick up after us).
- Hose reels must be stored inside garages and are not to be left at doorways in winter.
- Do not leave appliances running unattended (washer, dryer and dishwasher).
- Know and follow all city ordinances.

I. GENERAL INFORMATION

A. Birchwood Condominium Association, Ltd. ("the Association") is comprised of 132 condominium units in Kenosha, Wisconsin.

B. The Declaration of Condominium, Bylaws of the Association, Rules and Regulations and Board Policies Book are an integral part of unit ownership. Owners are obligated to maintain the book with amendments and updates as provided by the Board of Directors, and to provide the book to the purchaser of their unit.

C. All streets and driveways within the Association property are private and are maintained by the Association.

D. As a private Association, we are governed by our own Declaration and Bylaws, which are legal and binding documents. We elect our Board of Directors ("Board") from the unit owner membership and the Board manages the Association affairs on behalf of the 132 unit owners.

E. The annual owner's meeting is held in November. Board meetings and owners' open meetings are held regularly throughout the year. Announcements of meeting times and dates are made in the Board meeting minutes distributed to all owners.

F. The Board, on behalf of the Association, retains the services of a professional management company to handle the day-to-day operation of the Association.

G. Neither the Association nor the management company has the responsibility of law enforcement at Birchwood. The responsibility for dealing with suspicious or criminal activity remains exclusively with the City of Kenosha Police Department.

H. The Association will not be held responsible for maintenance, repair, or replacement of a resident's personal property in limited and common areas.

I. Street lamps located on Association property are maintained by the Association. Should you observe a burned out bulb on either street lamps or garage fixtures, please call the management company.

J. Common Areas/Common Property.
   1. Common property is everything except the individually owned condominium unit. Common areas are owned by all Association members together. Examples include: roofs, lawns, and outside walls of buildings. The repair and maintenance of all the common property is done at the Association's expense except as otherwise explained in this handbook of Rules and Regulations, and the Declaration and Bylaws.
   2. The common areas are for the use and peaceful enjoyment of all Association members. Therefore everyone is required to be considerate in their use of these areas.
   3. Common areas are not private property of particular unit owners.

K. Limited Common Areas/Limited Common Property.
   1. Certain parts of the Association's property are built and designed exclusively for an individually-owned condominium unit. Examples include: equipment serving only one unit, electrical outlets, patios, and decks.
   2. These are designated common property because the Association has control over how they are to be maintained. Their complete designation is, however, "limited common property" because they are limited to the use of one unit owner.

L. Insurance.
   1. As a condominium property, a master policy for insurance coverage is purchased

by the Association specifically for the common areas.

2. The Association also carries directors' and officers' liability insurance.
   a. Each unit owner/resident must obtain insurance at his/her own expense affording coverage upon his/her unit, personal property, and for his/her personal liability.
   b. We recommend having your personal insurance agent review the Declaration and Bylaws for further clarification.
   c. Unit owner insurance coverage must be issued to include items which are the unit owner's responsibility to repair and/or maintain.
   d. Unit owner should carry sufficient liability coverage to cover losses incurred by others when owner may be considered negligent.
   e. If your insurance agent has questions about the Association's master policy, contact the management company.
   f. For the name of the Association's agent contact the management company.
   g. Loss claims against the master policy must be filed by the management company.

M. Garbage Removal.

1. Provided by an independent waste contractor.
2. Waste collection is currently scheduled for Monday and Friday (or the following business day if the scheduled day falls on a holiday). Collection days are subject to change at the discretion of management. Waste must fit inside the dumpsters. The waste collection company will not pick up any items left on the outside.
3. Recyclable items are separated, should be placed in blue bags, and placed outside dumpsters within the complex designated for recyclable collection the evening before scheduled pickup.
   a. Recyclables are picked up every second Monday by the City of Kenosha, per their designated calendar and guidelines.
   b. Garages are to be used as "holding areas" until the scheduled pick-up time. Recyclables should not be set out by dumpsters until the evening before pick-up.
   c. Secure recyclables in such a manner which will prevent them from being scattered around or blown away.
4. Large bulky items may not be placed outside the dumpster. Owners need to contact the City of Kenosha – Waste Division at (262) 653-4050 to schedule pickup, or a private haul away company. Association cost to remove large items, including electronics, televisions, etc., will be billed to the responsible owner.
5. For regulations on garbage and recyclable items contact the City of Kenosha.

N. Garage Lights.

1. Condominium units have sensors and timers which turn on the exterior building and garage lights at dusk and turn them off at dawn. These are automatic. If light is out, call the management company.

O. Snow Removal.

1. Snow removal service people are contracted by the Association to plow driveways, shovel walks, and clear front entry ways.
2. Units with gated doorways should leave gates open to have snow cleared from walkway to front door. Snow removal personnel may not open gate for snow removal due to liability concerns.
3. Vehicles in common parking areas and outside of garages are expected to be moved during initial snow removal operations. If not moved, vehicle owners are

responsible for clearing snow from the space. Special assessments to vehicle owners may result if snow removal service personnel are required to return to clear the area.

4. All vehicle bumpers and tailgates are to be kept clear of sidewalks and walkways adjacent to parking spaces to allow for proper snow removal.

P. Monthly Maintenance Fees, Lien Procedures, and Cost of Collection.

1. All monthly fees are due on the 1st day of the month and are considered late if not received before the 21st day of each month.
2. An administrative late charge of $30.00 per month shall be incurred for any late payment and on any unpaid balance (subject to increase without notice).
3. Any cost, including attorney fees, recording costs, title reports, and/or court cost incurred by the Association in the collection of delinquent maintenance fees or assessments shall be added to the amount owed by the delinquent owner.
4. Maintenance fees past due may cause a lien to be filed against the unit owner.

Q. Good Neighbor Policy.

1. The Association Declaration, Bylaws, and the Rules and Regulations define the standard of living residents may expect from our condominium environment. These documents are designed to protect the rights of each resident.
2. Policy and procedures cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking to each other, in a non-threatening way, can achieve quicker results in a friendlier fashion.
3. Our documents are a foundation. Our community spirit lies within the hands of each resident.

R. Complaint Procedure.

1. Complaints against anyone violating the rules are to be made to the management company in writing and must contain the signature of the individual filing the complaint.
2. The management company will, in most instances, contact the alleged violator after the receipt of each complaint, and a reasonable effort will be made to gain the violator's agreement to cease the violation.
3. If reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

S. Enforcement Procedures and Assessments for Rule Violation.

1. If any unit owner or his tenant violates a rule in a manner which, by the determination of the Board, affects the rights of others or their property, immediate legal action will be initiated.
2. The entire cost of effectuating the legal remedy to impose rule compliance, including attorney's fees, shall be added to the account of the violating unit owner.
3. Demands for compliance, restitution, fines, and any legal intervention will be determined by the Board, and will be commensurate with the violation. In the case of a tenant who is in violation, the owner of the unit in which said tenant resides will be held liable for the assessment.
4. A first-time rule violation will constitute a violation of all rules and subsequent violations regardless of specific type will be treated as second violations and subject to the following:
   i. Letter by mail to unit owner and/or tenant, indicating complaint and requesting cooperative compliance to remedy issue of complaint.

ii. Failure by unit owner to comply will result in access to common facilities being denied for up to a maximum period of one (1) year.
iii. Legal intervention.
iv. Amounts for restitution of any damaged property, legal fees incurred, and fines imposed by the Association are due and payable within thirty (30) days from the date of letter demanding payment.

II. ASSOCIATION RESPONSIBILITIES

A. Building.
1. Building exterior, foundation and roof, and style and color of exterior surfaces including doors, trim, and door jams.
2. Maintenance of driveways.
3. Cleaning and repair of gutters and downspouts.
4. Entrance area signs, street signs, and unit house numbers.
5. Repair of exterior light fixtures attached to the buildings but not light bulbs on outside entrances by front doors or sliding doors.
6. Care, staining, painting and sealing of decks and fences where appropriate.
7. Decks, patios, and porches.

B. Agricultural.
1. Grass cutting and fertilization of lawn areas.
2. Care and maintenance of trees and shrubs even if planted by individuals (prior written Board approval required).
3. Common area planting beds.
4. Basic mulching.
5. Replacing basic landscaping items, as appropriate, (trees and shrubs) that have died.
6. Weed control except in beds where owners have planted flowers.

C. Other.
1. Streets (private).
2. Snow plowing of streets, driveways and shoveling of sidewalks.
3. Common area insurance.

These are only some of the items listed in your documents. You should read the Bylaws of the Association and the Declaration of Condominium Ownership if you have any questions.

III. UNIT OWNER RESPONSIBILITIES

A. The boundaries of the individually-owned condominium unit and everything within these boundaries built and installed for the exclusive use of individual unit owners (Interior of the unit).

B. Maintenance and cleaning of their limited common areas (i.e. decks, porches, and patios).

C. All doors & windows, and door & window screens that conform to exterior requirements.

D. Storm doors that conform to exterior requirements.

E. Exterior electrical outlets serving the individual condominium unit.

F. Mail boxes serving individual unit.

G. All heating, cooling, and ventilation equipment. Residents in Buildings 3 and 4 are individually responsible for zone valves and thermostats controlling the heat to their units. Costs for gas and maintenance, repair, and replacement of heating and hot water equipment are equally divided among Buildings 3 and 4 residents with individual residents responsible for 1/24 of costs incurred.

H. Utilities separately metered for the unit and utility service line connection exclusive to the unit.

I. Winterizing unit's outside water faucet (water shutoff and draining of line) and opening faucet for spring usage.

J. Insurance for the private unit owner/resident coverage.

K. Interior exterminating service, if needed.

L. Cost of damages to Association property caused by negligence of unit owner or their guests.

M. Maintenance, repair, and replacement of the garage door and their mechanisms, tracks, springs, cable, and lock.

N. To ensure knowledgeable workmanship which will limit an owner's individual liability, owners are required to use licensed and certified contractors for any electrical, plumbing, hvac, and structural repairs and maintenance within their unit. Owners should request proof of license, certifications, and the contractors' certificate of insurance of liability coverage before entering into any agreement or contract.

O. Each unit owner should report to the management company, in writing, the need for any repairs of common areas of the condominium property, which are the obligation of the Association to maintain.

P. Agricultural.
   1. Maintenance of flowers within limited common area.
   2 Supplemental mulching for individual preferences.
   3. Individuals who add their own mulch must approximate the type and color used by the Association.
   4. Cost of restoring unapproved expanded planting areas to lawn, using professional landscaping services.
   5. Watering of the shrubs and trees adjacent to the unit often enough during the spring and summer seasons to prevent browning, disease, and dying.

Q. Exterior Lights.
   1. Replacement of burned out light bulbs in exterior entryway light fixtures attached to the condominium.

R. Lease of Unit.
   1. Prior to the leasing or renewing an existing lease of a unit, the owner must review the Association's Bylaws on Leasing to ensure conformance and then submit a Leasing Permit application to the management company.
   2. The owner is responsible for making the tenant aware of the Bylaws and Rules and Regulations of the Association.
   3. The owner is responsible for tenant violations of the Declarations, Bylaws, or Rules and Regulations. The owner is responsible for penalty assessments and all other damages and any recourse the owner may wish to take against the tenant who is in violation.

S. Sale of Unit.
1. It is the responsibility of the seller to disclose to a new unit owner any and all-architectural changes or improvements that are the responsibility of the unit owner to repair and maintain. If necessary please contact the management company to review the architectural correspondence file.
2. Signage is only allowed in the event of and on the day of any open house held to promote sale.
3. Seller will forward the Association's Declaration, Bylaws, Rules and Regulations, and Board Policies Book to buyer.

T. Snow.
1. If your vehicle is parked in the driveway during a snowfall, you must move your vehicle before the snowplow contractor arrives if you want your area completely plowed. The contractor may not return to "replow" the area after your car has been moved. See Section I. O. for additional information.
2. Residents should use an ice melt product on areas near their individual condominium units when conditions warrant. Calcium Chloride is recommended rather than rock salt.

U. Vacant Unit.
1. Unit owners or their designated representative will provide the following information to the Board Secretary and the management company if unit will be vacant for a period extending beyond thirty (30) days.
   i. Proof of extended vacancy insurance coverage including liability limits, and the name and contact information of the unit owner's insurance agent.
   ii. Name and contact information of the owner's designated key holder located within a thirty (30) mile radius of Birchwood Condominiums.
   iii. If unit is for sale, the name and contact information for the current real estate agent under contract along with the terms and conditions for periodic inspections by agent of vacant unit.
2. Unit owners or their designated representative(s) are responsible for maintaining an adequate heat supply and for water shut-off to the unit during vacancy period(s).
3. Any costs associated with damage to doors and/or windows incurred by emergency personnel, a member of the Board of Directors or their representative, in their attempts to gain emergency access will be the responsibility of the unit owners or their representatives.

IV. RULES & REGULATIONS

A. Exterior Modifications.
1. Residents shall not modify the exterior of the units, the garages, the buildings, or the grounds without obtaining prior written consent from the Board.
2. No changes may be made to the color of the unit doors by individual unit owners.
3. A unit owner shall not install or erect any exterior antennas, reflectors, flag poles or light poles.
4. Installation of wiring for electrical, telephone, televisions, air conditioning equipment, or the like on the exterior of the building, or which protrudes through the walls or the roof of the building is prohibited without board approval.

B. Patios and decks shall not be used as storage areas. Appropriate patio and deck items include outdoor furniture, grills, and planters. No other items, including fire

pits, storage containers, toys, laundry, etc. are allowed. Types and use of grills will comply with City of Kenosha fire ordinances.

1. Per City of Kenosha Fire Code, outdoor fires for cooking must be placed 10 feet from any building or structure and fires must be contained in a device made of metal, concrete or brick and specifically designed for the cooking of food by heat, steam or smoke.
2. When not in use grills are to be stored in the garage or on the patio.
3. The unit owner may not construct any type of a barbecue pit enclosure.
4. All appropriate safety measures must be observed.
5. At no time will grilling be allowed on second floor decks.

C. Covered or screened in decks and porches are prohibited.

D. The Board, at the owner's expense, may remove any and all items left unattended in the common areas for an extended period of time.

E. Any unreasonable noise that distracts or disturbs others is prohibited. Residents must refrain from any activity that creates a nuisance.

F. Only Association sponsored rummage sales are allowed. Moving and estate sales must have prior approval of the Board and may only take place within the owner's unit and garage.

G. Patio or deck awnings are not permitted.

H. Littering is prohibited.

I. Clotheslines are prohibited.

J. Blankets, sheets, team pennants etc. as a window covering are prohibited over any windows.

K. Supplemental structures including, but not limited to such items as storage sheds, swimming pools, animal shelters, or patio awnings are prohibited.

L. Window air conditioning units are prohibited.

M. Nameplates of any type are prohibited.

N. Agricultural.

1. Condominium unit owners may plant flowers in the shrub beds bordering their unit and/or display hanging baskets or pots of flowers on their decks, patios, and porches providing that all flowers and plant materials be properly maintained, do not interfere with lawn maintenance, building maintenance, or cause damage or discoloration to Association structures.
2. Flowers must be natural and not artificial (door displays excepted).
3. Sunflowers or flowers considered invasive by horticulturists may not be planted.
4. Flowers are not allowed in the mulched rings surrounding trees without prior approval of the Board.
5. Vegetable gardens are not allowed. Two or three vegetable plants are permitted, providing the plants are not conspicuous.
6. Damage to Association property while gardening must be repaired at the expense of the unit owner responsible for the activity causing the damage.
7. Individuals are not allowed to fertilize grass around their individual unit.

8. Garden ornaments must be tucked into flower/shrub beds and not placed on grass areas or in mulched areas surrounding trees.
9. Residents will be required to remove unacceptable plantings and garden ornaments.

O. Bird Feeders.

1. Bird feeders and ground feeding of wild life such as birds, geese, ducks, squirrels, etc. is prohibited. Foodstuffs falling from feeders and/or placed on the ground around the condominium unit attract rodents and other unwanted critters and creates an unsightly appearance.

P. Damages.

1. Any and all damages to the common areas caused by an owner, children, pet, or guest of an owner, must be repaired or replaced at the expense of the unit owner (unless covered by insurance or law), who may then seek reimbursement from the tenant or guest.
2. Broken windows, torn screens, damaged front doors, or damaged garage doors must be repaired as soon as possible by unit owners and at their expense.

Q. Outdoor Decorations.

1. Decorative items such as Christmas lights or patio lights may not be permanently affixed to the exterior of any unit or building. Do not affix with screws or nails. Staples are allowed if no more than ½ inch in depth. However, a wreath on a door, doorknocker, and a brass door kick plate are acceptable.
2. Discarded Christmas trees must be removed by the resident.
3. Christmas decorations/patio lights must be removed by January 31st.
4. Easter, Halloween, and Thanksgiving decorations must be removed within 14 days following the holiday.
5. Firecrackers or fireworks of any sort are prohibited.
6. A wreath, floral bouquet, etc. should be removed when it becomes faded, tattered, or is no longer appropriate for the season.
7. Lawn ornaments and/or lawn furniture may not be placed in common lawn and grass areas.
8. Only a traditional (50 state, red, white & blue) American flag is allowed. Veteran's flags are allowed if approved by the local municipality. Seasonal flags are allowed but must be removed within the time frames defined above for other seasonal decorations.

R. Motor Vehicles.

1. The following vehicles are not permitted to be parked within the Association.
   a. Buses.
   b. Mobile and /or motorized homes.
      i. Recreational vehicle parking in common areas is prohibited.
   c. Trailers, boats, recreational vehicles, and motorcycles are prohibited unless parked within the confines of a garage at all times while on the condominium property.
2. All vehicles on the property must bear current license tags.
3. Moving vans are permitted to be temporarily parked provided that the flow of traffic and access to other owners' parking spaces or to dumpsters is not obstructed.
4. Parking for residents, guests, delivery and repair personnel.
   a. The attached one or two-car garage or underground parking spaces must be used as the primary parking space(s) for those owners having access to such

space. Attached garages are not to be used solely as storage areas and/or workshops. Residents requiring additional storage will need to rent an offsite storage unit.

b. Specific common area parking spaces are not for the exclusive use of any one owner. Spaces designated as "handicapped parking" are at the discretion and approval of the Association board.
c. Parking behind garages, in common areas, and in the underground garage must be within the defined parking boundary and allow for other owners' ease of access to or from their garages and parking spaces. Vehicles or other items extending beyond the defined space are not allowed and are subject to towing and/or removal at the owner's expense.
d. If the resident has a one or two-car garage, the respective number of vehicles are to be parked within the garage. Additional vehicles over the respective number indicated above must be parked on the unit's driveway space, in front of the garage door.
e. Parking on any grassed or lawn area is prohibited.
f. Parking in areas designated as a fire lane is prohibited.
g. Parking on the left side of the street (i.e. facing the wrong way) is prohibited.
h. Do not park in front of or block dumpsters.
i. Vehicle storage in common area parking extending beyond 72 hours (3 days) is not allowed without prior notification to the Association board and/or property management company. Failure to notify may result in the vehicle being towed at the owner's expense.
j. Residents who live on the west side of Building 3 are urged to use the common parking area on the northwest side of that building.
k. Residents who live on the north side of Building 4 are urged to use the parking areas on the north and east sides of that building.

5. Vehicle repairs are prohibited on condominium roadways, parking areas, and driveways.
6. Only minor maintenance to motor vehicles may be done in a garage. Body work, noisy repairs or repairs which may result in fluids running into the driveway are prohibited.
7. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned immediately by the resident. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made in the unit's garage or off the property.
8. No inoperable vehicles or vehicles undergoing restoration/repair may be kept anywhere outside the garage. All work on all vehicles must take place in the garage and not on common property (i.e. streets, driveways, parking areas). Violators may be ticketed and towed at owner's expense.

S. Pets.

Pet ownership is not a right, it is a responsibility. Pet owners are not only responsible for their pet's well being, but for maintaining a positive representation for other pets within the complex. One irresponsible pet owner can make life difficult for other owners. Failure to obey the laws regarding dog ownership in the City of Kenosha including registration, leash laws, and nuisance barking laws, may not only result in the loss of pets, but may also infringe upon the pet ownership status of others within the Association. Responsible ownership and common sense will help protect an owner's status as a pet owner.

The following rules are to ensure reasonable consideration and respect is given to property, your neighbors, and contractors working within the complex:

1. No livestock, poultry, wild birds, bugs/insects, exotic reptiles, or any other exotic or wild animals of any kind, shall be raised, bred, or kept in any unit or the limited and common areas. Domesticated dogs, cats, and other domesticated, household pets may be kept subject to the Rules and Regulations of the Association.
2. In accordance with City of Kenosha ordinances, residents may own, harbor or keep in their possession, no more than three (3) dogs, cats or any combination thereof. The Board reserves the right to request proof of vaccination by a veterinarian and proof of liability insurance.
3. Pet owners are responsible for conformance with City of Kenosha ordinances for maintaining a sanitary environment by immediately picking up and properly disposing any waste their pets leave behind. Allowing a pet to relieve itself in planting beds and directly outside of or around the entry of neighbors' units is disrespectful and will be considered a nuisance.
4. Pet owners shall be held responsible for any and all damages caused by their pets to any common property including, but not limited to shrubs, bushes, trees, and grass.
5. All pets are to be leashed when outside the condominium unit and attended by a responsible person. Leashes shall not be attached to a building or stationary object. Pets are not permitted to run loose on Association common property at any time.
6. No pets shall be fenced or housed outside of condominium units.
7. No electronic fencing or other similar devices are permitted.
8. No pets are allowed within the clubhouse, pool and deck areas.
9. If, in the reasonable judgement of the Board, an animal becomes aggressive, a nuisance, or harmful in any way to residents, guests or Association property, such animal must be immediately removed from the Association complex.

T. Recreation.

1. All toys, recreational equipment, exercise equipment, etc. must be returned to the interior each nightfall.
2. Toys, swing sets, portable basketball hoops, exercise equipment, etc. which cannot be returned to the interior of the unit each nightfall, are not permitted and are not to be stored on patios or decks.
3. Skateboards and skateboard ramps are prohibited on the condominium property.
4. The riding of bicycles, snowmobiles, and other vehicles (ATV's) is not permitted on grass areas.
5. Operating trail-bikes, snowmobiles, ATV's, or any other recreational motorized equipment is prohibited on the condominium property.

U. Safety.

1. Flammable or hazardous material shall be stored in a garage only if in a proper storage container.
2. The speed limit in Birchwood is 10 mph. All vehicles must observe the speed limit.
3. Unit owners or residents must not pour, or allow to spill, any oil, solvent, anti-freeze, or any other volatile or flammable material into the storm sewers or common area. Wisconsin EPA and the City of Kenosha prohibit such disposal.

V. Service Contractors.

1. The board has service contractors under contract for specific work. Unit owners should not give these service contractors additional work instructions (i.e.

landscape or snow removal contractors). This is to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests for additional work must be submitted to the management company.
2. If a unit owner instructs a contractor to perform services which vary from the contract established by the Board, the unit owner must bear the cost.
3. Landscape service contractors will not accept the responsibility of moving personal property in common areas.

W. Signs and advertising of any nature are prohibited upon any portion, including doors, windows and fences, of the condominium property except as follows:

1. "For Sale" signs may be posted on common property only at the time of an authorized open house. At no other time will "for sale" signs be allowed to be displayed on common property, in a window, door, or affixed to the exterior of the unit being sold. This includes units being sold by the owner or a realtor.
2. The Board of Directors may post signs on common property the day of the Association's annual rummage sale.
3. Commercial, and/or personal signs are not allowed on common property or allowed on windows or doors. Per state law, political signs are allowed. However, they may not be larger than 8.5" x 11", and must be affixed to the interior of any window or door. Political signs are not allowed within or on any common area including the clubhouse complex.

V. ACTIONS AND INSTALLATIONS WHICH REQUIRE WRITTEN BOARD APPROVAL PRIOR TO COMMENCEMENT

A. Agricultural.

1. Expanding a planting area into existing lawn area (Beds must include shrubs to provide structure during the seasonal absence of flowers) or converting existing shrub/flower area into a lawn area.
2. Planting trees in any area.
3. Use of alternate ground cover materials (stones, gravel, etc.) which differ from the mulch used by the Association.
4. Installation of borders surrounding or defining planting areas.

B. Front Door Replacement.

1. Must conform in style and design to the original door installed for each development phase.
2. Color must remain the same as the original door. The Board of Directors reserves the right to change the overall color scheme for the complex.

C. Exterior Lighting (excluding solar lights).

1. Additional exterior lighting must not be an obstruction for the landscape service contractor and all wiring must be underground in accordance with local codes.
2. Additional exterior lighting must be maintained by the unit owner and/or any subsequent purchaser of the unit in a manner that will not detract from the appearance of the condominium property nor hinder the safety of the residents.
3. The owner must obtain and submit to the management company a written consent statement signed by neighboring units which will be affected by the additional lighting.
4. Replacement of exterior light fixtures on the condominium unit must be the same as provided by the developer.

D. Fireplace.
   1. The installation of a fireplace is prohibited.

E. Garage Door Replacement.
   1. Garage doors, when replaced, must conform in style and design to the original door installed for each development phase.
   2. Garage doors are limited to the following:
      a. The door must be identical in color to other garage doors in the Association.
      b. Windows in garage doors are prohibited.

F. Storm Doors.
   1. Storm door options are limited to style and color.

G. Window Replacement.
   1. An upgrade in the quality of the window will be approved provided the replacement windows conforms in style, design, and color to the existing windows.
   2. In the case of damage where the identical replacement would be made, board approval is not required.

H. Satellite Receiver Dish Antenna.
   1. Dish antennas may be installed in limited common areas only: inside patio fences or on decks. Poles/towers to accommodate a dish are not allowed and may not be erected upon any common property.
   2. The Notification and Indemnification form must be completed and submitted to the Board along with the planned installation site and date for approval prior to actual installation.

VI. PROCEDURE FOR OBTAINING BOARD APPROVAL FOR ANY ARCHITECTURAL OR LANDSCAPING MODIFICATION

A. Modification.
   1. All modifications of building and landscaping of common and limited common property.
      a. Require the completion of the Architectural/Landscape Approval Form according to the instructions thereon.
      b. Submit form and detailed diagram including the contractor specifications to the management company.
   2. Review of approval requests submitted by a unit owner will be handled in accordance with the following schedule.
      a. The management company will copy and distribute all written requests to the Board within ten (10) working days of receipt of request in their office.
      b. The Board will notify the management company of its decision, and the management company will notify the unit owner in writing of approval or denial within thirty (30) days of receiving the written request from the management company. If the applicant does not receive written notice from the management company approving or denying the change request within forty-five (45) days of the original request, a second notice should be submitted directly to the Board.
   3. Required for all approved projects.
      a. Following written approval from the Board, it will be the unit owner's responsibility to do the following:
         i. Secure necessary building permits.
         ii. Obtain approval from the city of Kenosha.
         iii. Ensure conformity to jurisdictional codes.

b. A copy of all required permits must be submitted to the management company prior to the initiation of a project along with certificates of insurance.
c. Once the material for the exterior modification is placed on the condominium property, the work must begin and continue through the completion within a reasonable time frame and in a reasonable manner that will not detract from property appearance or inconvenience neighbors and/or Association service contractors.
d. In the event damage occurs as a result of any modification, addition, or changes to the exterior of the building or to any common area of the Association property, repairs must be made immediately at the owner's expense and to the satisfaction of the board.
e. If the landscape service contractor deems it necessary to charge more as a result of the modification made by the owner, this charge will be the responsibility of the specific unit owner.
f. The surrounding landscape/lawn must be immediately restored to the original condition.
g. All contractors or installers must have general liability insurance including complete operations, of at least $1,000,000 and Worker's Compensation coverage.

VII. SALE OF CONDOMINIUM UNITS AND BUILDING 4 UNDERGROUND GARAGE SPACES

A. All unit owners must notify the management company, in writing, of any changes in occupancy within thirty (30) days of such change.

B. An "Open House" sign is permitted and may be displayed in the front of the unit from 12:30 P.M. to 5:00 P.M. on Saturdays and Sundays.

C. After the unit is sold, owner or owner's realtor must call the management company to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer.

D. The management company will coordinate this paperwork with banks, realtors, appraisers, and escrow agents. A transfer fee of $400.00 Dollars will be charged each time a unit is sold. This is charged to the seller/buyer and paid out of the escrow from proceeds due at the time of title transfer.

E. The seller is responsible for providing the following information to the buyer.
1. Copy of the Declaration and Bylaws.
2. Copy of Handbook of Rules and Regulations.
3. Written notice of any and all architectural changes and improvements constructed by seller or previous sellers which are the responsibility of the unit owner to repair or maintain.

F. Replacement copies of the Declaration, Bylaws and Rules and Regulations can be acquired from the management company for a fee to cover the copying cost.

VIII. LEASING OF CONDOMINIUMS AND BUILDING 4 UNDERGROUND GARAGE SPACES

A. Written approval must be obtained by the owner from the Board prior to the rental of the condominium unit and/or Building 4 underground garage space by the submittal of the "Leasing Permit."

B. **All leases are subject to the terms and conditions of the "Leasing Policy" as developed and adopted by the Board.**

C. **The unit owner must provide the management company with the following information prior to the rental of the condominium unit and/or underground parking space.**
   1. Copy of the lease.
   2. Full name of tenant(s).
   3. Names of all occupants of the unit.
   4. Point of contact for owner/landlord.
   5. Proof of tenant(s) receipt of the Associations' Declarations, Bylaws, Rules and Regulations and Leasing Policy.

D. **The lease document must contain a clause making it subject to the covenants and restrictions in the Association Declarations, Bylaws, Rules and Regulations and Leasing Policy of the Association.**

IX. CLUBHOUSE COMPLEX ACCESS AND USAGE

A. General Rules.

1. Secured access to the clubhouse and pool is provided by one key fob issued to the designated unit. A lost or stolen key is to be reported immediately to a Board member so it can be deactivated. There is a $15.00 charge for key replacement. Keys will be deactivated due to delinquent maintenance fees or violations of these Rules and Regulations. Reactivation will be in accordance with Board Policy addressing delinquencies and violations.
2. The Clubhouse Complex and other common areas may be used by permanent residents.
   a. Permanent residents are defined as unit owners and others maintaining their permanent residence with unit owners. Permanent residents must be twelve (12) years of age or older to access the pool and sixteen (16) years of age or older to access the clubhouse without a responsible adult. Responsible adults accompanying age-restricted permanent residents to the pool or clubhouse must be twenty-one (21) years of age and must be a permanent resident of Birchwood.
   b. Non-resident owners, lessees/tenants and their dependents or others living with them and guests are not allowed access to the Clubhouse Complex facilities.
   c. Guests are defined as temporary visitors who, regardless of age, must be accompanied by an adult permanent resident at all times and anywhere within the Clubhouse Complex. A guest may not invite other individuals to the complex.
      Routine, regular, frequent, or repetitious use of facilities within the complex by a guest is prohibited.
   d. Under no circumstances are permanent residents to loan or give keys to the Clubhouse Complex to guests, non-resident owners or any lessees/tenants.
   e. Permanent residents are obligated to ensure that all doors, windows, and gates are locked and secured upon entering and exiting the facilities at all times. Doors and gates may not be "propped" open at any time.
   f. Pets are not allowed anywhere within the Clubhouse Complex.
   g. Signs, pictures, decorations, or any other element may not be affixed to the interior or exterior walls, doors, or fencing. Only signage authorized by the Board of Directors or required by state law or local ordinance is allowed.

h. Smoking is not allowed in the clubhouse or in the pool/deck area. There is an outdoor designated smoking area on the north side of the clubhouse.
i. Permanent residents and their guests are responsible for leaving all areas used in a clean and orderly condition, including removal of food, garbage, and proper disposal of trash, and returning all pool and clubhouse furniture to its proper location.
j. Permanent residents and their guests will conduct themselves in a manner respectful of others and the Association's property within the Clubhouse Complex and all common areas. Running, loud noises and music, profanity, disruptive and lewd behavior, abuse and defacing of property, illegal activities, and unsupervised parties will be grounds for deactivation of keys and imposition of fines.
k. Usage of all facilities of the Clubhouse Complex is at permanent residents' and their guests' own risk. Birchwood Condominium Association, Ltd. is not responsible for accidents or injuries, nor for personal articles which may be lost, stolen or damaged.

B. Pool and Deck.

1. See "General Rules" at IX. A. above.
2. The pool is usually scheduled to be open daily from Memorial Day through mid-September, weather-permitting. Exceptions may occur if safety is threatened or repairs are needed.
3. Hours of operation during the swimming season are 8:00 am to 10:00 pm daily.
4. The pool and deck area may not be reserved.
5. Pool parties are not allowed.
6. Permanent residents are limited to four (4) guests per unit at any one time.
7. All state and local health laws and ordinances must be strictly observed. Signage posted within the pool area provide terms and conditions of pool usage.
8. There is no lifeguard on duty. Permanent residents and guests using the pool do so at their own risk.
9. All swimmers must wear proper attire which does not include cut-offs or street clothes.
10. Large inflatable items are not allowed.
11. Glass articles of any type are not allowed.

C. Clubhouse Party Room and Kitchen.

1. See "General Rules" at IX.A. above.
2. Hours of operation are 8:00 am to 12:00 am daily.
3. The Party Room may be reserved by a unit owner for occasional private parties, receptions, club and/or business meetings. Reservations for repetitive organizational meetings or for any profit making activity are not allowed. The only exception is for meetings of the Birchwood Board of Directors.
4. Reservations will be made on a "first come" basis and are to be entered in ink in the register located in the foyer of the clubhouse. Hours of reservation, unit owner's name and telephone number must be specified. Subsequent cancellations are to be crossed out and bear the owner's initials.
5. Unit owners are limited to one weekend reservation per month. Weekend shall mean Friday, Saturday, or Sunday. Reservations for additional weekend dates in the same month may be entered but are subject to cancellation contingent on the following procedure.
   a. The additional reservation may be cancelled by another unit owner if it is his/her

first weekend reservation of the month.
   b. Cancellation and notification have been given to the owner of the original reservation and a Board member two (2) weeks prior to the original reservation.
6. The maximum capacity of the Party Room is seventy-five (75) per City of Kenosha Fire Code.
7. The adjacent Game Room may not be reserved.
8. Birchwood Condominium Association holds a permanent reservation for New Year's Eve.
9. Overnight parties/activities are not allowed.
10. Wet bathing suits are not allowed.
11. Adult permanent residents must be in attendance at all times and supervise all functions.
12. Owners should inspect the party room and kitchen area immediately prior to their event and notify a Board member of any condition that is not in compliance with these Rules and Regulations.
13. All personal requirements (glasses, dishes, etc.) must be supplied by the unit owner.
14. At the end of the reservation period, owners are responsible to see that:
   a. All food is removed from counters and refrigerator.
   b. All garbage and trash has been placed in dumpster by clubhouse.
   c. All appliances, counters, and tables are clean.
   d. All furniture is clean and has been returned to its original location.
   e. Floors are clear of trash, garbage, spills, and are vacuumed.
   f. Thermostats are turned to their original settings.
   g. All windows are closed and locked and blinds are open.
   h. All lights, including those in restrooms, are turned off.
   i. All doors are locked.
15. Costs for additional cleaning, repair of damages, and replacement of missing articles will be paid by the unit owner holding the reservation.

D. Game Room.

1. See General Rules at IX. A. above.
2. Hours of operation are 8:00 am to 12:00 am daily.
3. Reservations are not allowed.
4. Wet bathing suits are not allowed.
5. Personal equipment required includes cue sticks, Ping-Pong paddles and balls, and Foos balls.
6. At the conclusion of usage, owners are responsible to see that:
   a. All garbage and trash have been disposed of properly.
   b. All tables are clean.
   c. All furniture is clean and has been returned to its original location.
   d. Floors are clear of trash, garbage, spills, and are vacuumed.
   e. Thermostats are turned to their original settings.
   f. All windows are closed and locked and blinds are open.
   g. All lights, including those in restrooms, are turned off.
   h. All doors are locked.
7. Costs for additional cleaning, repair of damages, and replacement of missing articles will be paid by the responsible unit owner.

E. Saunas.

1. See General Rules at IX.A. above.
2. Hours of operation are 8:00 am to 12:00 am daily.

3. Reservations are not allowed.
4. Usage of saunas is at permanent residents' and guests' own risk.
5. It is recommended that use of the room be limited to exposures of five (5) minutes. Persons with blood pressure concerns (higher than 160 or lower than 110), heart conditions, diabetes, or other medical problems should exercise extreme caution.
6. Showers must be taken before and after use.
7. Footwear must be worn.
8. No breakable items are to be taken into the saunas.
9. Saunas must be left in a clean and orderly condition.
10. Doors must be closed and locked after use.
11. Costs for additional cleaning, repair of damages, and replacement of articles will be paid by the responsible unit owner.

Birchwood Condominium Association, Ltd.

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HANDY NUMBERS

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LEASING POLICY

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LEASING PERMIT

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SATELLITE RECEIVER DISH NOTICE AND INDEMNIFICATION

This handbook does not replace the legal disclosure materials for Birchwood Condominium Association, LTD. In the event of conflicting statements, the Birchwood Condominium Association's legal disclosure documents prevail.

HANDY NUMBERS

Fire or Medical Emergency **911**

NOTE: Call the Management Company or Board Members AFTER you have called 911.

Water and Sewer: City of Kenosha	1(262) 653-4300
Electric: WE Energies	1(800) 242-9137
Gas: WE Energies	1(800) 236-9874
Cable: Time Warner Cable Company	1(800) 933-4662

Other Emergencies, Maintenance Concerns, and Accounting/Bookkeeping:
Cecilia Lucas, *CBC Select Properties, Inc*
6809 Green Bay Road
Kenosha, WI 53142

Regular and After Hours:	**1(262) 842-1426**
Fax:	1(262) 842-1427
E-mail: clucas@re1wi.com	

Board Members:

Donna Bragg	1(262) 552-8381
Joseph Campolo	1(262) 883-4148
Donna Cristiano	1(262) 553-9491
Dale Gutknecht	1(262) 945-1338
George Williams	1(847) 912-1777

Birchwood Condominium Association, Ltd.

Architectural/Landscape Approval Form

In order to create exterior harmony, preserve the integrity, and follow common guidelines and standards for improvement projects within Birchwood, all exterior modifications must receive written board approval prior to initiation of a project. In addition, some projects will need a City of Kenosha Permit in order to proceed.

A written request with supporting detailed drawings for any type of modification, installation, or addition to the limited common area must be submitted to property management, at least 7 days prior to the Board of Directors meeting. The management company will send it to the Board for review. The Board will notify the unit owner, in writing, of approval or denial within thirty (30) days after receiving the written request. In order to make the approval process easier, we have put together this form to be completed and sent to the property management company. Please consult the Birchwood Rules and Regulations prior to filling out this form. If you have any questions pertaining to the rules and regulations, please call the property management company.

I would like approval for the following project (*check all that apply*):

- ☐ Exterior lighting
- ☐ Satellite dish Installation
- ☐ Storm Door
- ☐ Trees/Shrubs
- ☐ Door/Window replacement
- ☐ Patio/Deck
- ☐ Landscaping in Limited/Common area
- ☐ Other *(please print)*: _____

Name: _____ Date: _____

Address: _____ Phone (*daytime*): _____

E-mail *(optional)*: _____

Request *(please print)*: _____

_____

_____

_____

_____

_____

_____

_____

_____

Attach detailed drawing with dimesions for project and if needed, a copy of the permit

Birchwood Condominium Association, Ltd.

Leasing Policy

All units and/or Building 4 underground parking spaces currently leased must be retroactively permitted by July 1, 2013.
Any previous understandings, agreements or reservations are voided.

1. Obtaining a Leasing Permit:

a. Obtain form from association secretary or management company representative.
b. Complete/submit to management company representative (incomplete or inaccurate forms will be automatically rejected).
c. Will be subject to the limitations on the number of units leased; no more than 26 units total for the entire community.
d. One year minimum lease term.
e. No subleasing.
f. Only permanent residents of Birchwood Condominium Association may lease underground garage space.
g. Approval/rejection determined and owner notified via telephone within 14 days of receipt. A copy of the processed form will be mailed to owner.

2. Fulfilling and Maintaining the Permit (leasing the unit):

a. ***Occupancy Deadline*** - Owner will have 90 days from ***Permit Date*** (date owner notified via telephone of approval) in which to execute a lease with a tenant; submit a copy of the executed lease to the management company; and have the unit **occupied by the tenant identified in the lease**.
b. ***Permit Cancellation*** – permits will be cancelled for:
   i. failure to lease and occupy within the Occupancy Deadline (above).
   ii. failure to submit a lease copy or lease not meeting the requirements of the association.
   iii. failure to continually comply with the Leasing Conditions (see (3) below) and conditions set forth in the By Laws and Declarations.
c. ***Vacating a Unit and/or Garage Space*** - Whenever a unit is vacated by a tenant the owner must immediately advise the management company of the change.
d. ***New Lease / New Tenant*** – Either change requires the owner to submit a copy of the new, executed lease to the management company prior to the start of the lease.
e. **The permit will remain continuously in effect as long as the following conditions are met:**
   i. **All** Leasing Conditions (shown in (3) below) for leasing continue to be met, and
   ii. Unit is not without a lease or unoccupied for more than 90 consecutive days (including the changing of tenants).

3. Leasing Conditions – Permits, new and continuing, will be subject to the following conditions:

a. Owner is current regarding payment of association fees/assessments.
b. Owner responds appropriately and effectively to problems/complaints associated with;
   i. tenants.
   ii. condition of the property.
   iii. following this Leasing Policy.
   iv. complying with the Rules & Regulations of the association.

4. **Leasing or Occupying Without a Permit** (permit not obtained or cancelled):
   a. Owner will be assessed a minimum fine of $15/day for a unit occupied without a Permit.
   b. Legal action will be taken for failure to remove tenants and/or failure to pay occupancy fines assessed.
   c. Association will advise existing or prospective tenants of violation by notification or other measures deemed appropriate.
5. **Leasing History** – a log will be maintained for each leased unit and underground garage space tracking occupancy status and resolution of problems and complaints.
6. **Lease Status Report** – periodic summary reports will be made available indicating the community-wide status of requests, permits and occupancy.
7. **Modifications and Exceptions** – the Board retains the right to modify and or make exceptions to this policy as may be necessary to protect the interests of the community as a whole and/or the interests of an owner with special circumstances.

Birchwood Condominium Association, Ltd.

Leasing Permit

See Leasing Policy for additional instructions. ***PLEASE PRINT.***

Owner Information *(furnished by owner prior to submitting to management company)*

Date:_____

Owner Name(s):_____

Unit Address:_____

Bldg 4 Garage Space:_____

Mailing Address:_____

Phone 1:_____ Phone 2 (optional):_____

E-mail Address (optional):_____

Permitting Review *(management company)*

__ (Y/N) including this unit, leasing limits (26 total) are not exceeded

__ (Y/N) the owner is current with respect to fees and assessments

__ (Y/N) all previous problems/complaints, if having occurred, have been acceptably addressed (owner, tenants, property condition, leasing policy, Rules & Regulations)

__ (Y/N) any "Ns" above confirmed with the appropriate association representatives

__ (Y/N) permit will be issued

PERMIT DATE: _____ (date the owner was notified of decision via telephone call)

OCCUPANCY DEADLINE: _____ (date 90 days after permit date)

__ (Y/N) Permit (approved & dated per above) mailed to owner

Occupancy Satisfaction (management company)

__ (Y/N) Copy of executed lease was received from owner **AND** occupied by the party identified in the lease by the Occupancy Deadline (if "N", see next section)

Cancellation of Leasing Permit *(management company)*

__ failure to meet Occupancy Deadline above

__ unit/garage space un-leased or unoccupied by leasing tenant for more than 90 consecutive days

__ failure to adhere to Leasing Conditions found in the Leasing Policy

__ other

Remarks:_____

_____

_____

Date this cancellation was mailed to the owner:_____

Birchwood Condominium Association, Ltd.

Satellite Receiver Dish Antenna Installation Notification and Indemnification

I *(owner's name, please print)* _____ the current owner of the condominium unit located at (address, *please print*) _____, herewith notify the Board of Directors of the Birchwood Condominium Association, Ltd. that I have caused to have installed a satellite receiver dish antenna at the above premises.

I further declare and agree that:

A. I will hold harmless and indemnify the Board of Directors of the Birchwood Condominium Association, Ltd., its agents and all members of the Association from any and all claims, controversies, or causes of action resulting from or due to the installation or use of this satellite receiver dish antenna.

B. I accept sole responsibility for all costs associated with this installation including those that may result from any damage to the property or any injury, which may occur to any individual during installation.

C. I will, upon transference of ownership or occupancy of my unit, inform the successor in title, including any purchaser, by Articles of Agreement for Warranty, Deed, or tenant of the existence of these rules and the obligations set forth herein. All obligations herein shall pass to any successor in interest.

D. If the transferee is unwilling to assume the responsibilities set forth herein, and refuses to execute and deliver to the Board of Directors a new Notification and Indemnification form, I will remove the satellite receiver dish antenna and restore the property to its original condition prior to conveyance.

E. The Board of Directors may withhold the paid assessment letter until the purchaser assumes responsibility for the installation or until I remove the installation and restore the property to its original condition.

F. All satellite receiver dish antennas must be constructed and installed in strict compliance with these rules. Any deviation from these rules without the written consent of the Board of Directors may result in the removal of the antenna dish upon twenty-one (21) days written notice. All costs for such removal, storage, and restoration will be borne solely by me.

Unit Owner's Signature: _____ Date: _____

Board of Director's Signature: _____ Date: _____

Birchwood Condominium Association, Ltd.

BOARD POLICIES

DELINQUENT ACCOUNTS

Adopted April 18, 2012

Delinquent Accounts

Owners who fail to pay assessments within the prescribed time period place an undue burden on the Association to meet its fiduciary obligations, and unfairly use owners who pay on time as a financing source for maintenance and utility services.

Effective May 1, 2012, a fine for late maintenance, utility, and other assessment payments received after the 20th of each month will be assessed in the amount of $30.00 per month and will be reflected on the following monthly statement to owner. The fine will be assessed for each month the account remains past due.

Collection of delinquent payments will progress as follows:

A first reminder letter will be mailed to delinquent accounts on the 5th day of each month.

A second letter will be mailed if the account remains past due through two billing cycles, and access to clubhouse and pool facilities will be denied. Access will be reinstated if the account is current for period of not less than ninety (90) days.

If the account remains past due, and a third letter is required, payment for the total amount owed will be demanded within fifteen (15) days of mailing. The letter will outline the available remedies the association will pursue for collection which can include and is not limited to, seeking a court judgment for the amount owed, garnishment of accounts, wages, and earnings, and filing a lien on owner's unit. Judgments are public record and are included in an individual's credit report.

Attorneys' and court fees accrued by the Association in the collection process will be the responsibility of the delinquent owner for whom the collection costs were incurred.

When court judgments are awarded to the Association, the names and amounts of those delinquent accounts will be published in the minutes of the Association's board meetings until paid and/or discharged.

Birchwood Condominium Association, Ltd.

BOARD POLICIES

VIOLATIONS OF DECLARATION, BYLAWS, POLICIES, RULES AND REGULATIONS

Adopted April 18, 2012

Violation of Declaration, Bylaws, Policies, Rules and Regulations

Known and documented violations by owners or tenants of owners of the Birchwood Condominium Association Declaration, Bylaws, Policies, Rules and Regulations will be addressed by the Board of Directors, and in accordance with the Wisconsin Condominium Ownership Act.

Demands for compliance, restitution, fines, and any legal intervention will be determined by the Board, and will be commensurate with the violation. The Board will use the following process as warranted, but reserves the right to deviate from this process depending on the nature of the violation:

Letter by mail to unit owner and/or tenant, indicating complaint and requesting cooperative compliance to remedy issue of complaint.

Failure by unit owner and/or tenant to comply will result in access to common facilities being denied for a maximum period of one (1) year.

Legal intervention

Amounts for restitution of any damaged property, legal fees incurred, and fines imposed by the association are due and payable within thirty (30) days from the date of letter demanding payment.