Rolling Meadows Condominiums



RULES

AND

REGULATIONS

Effective: September 28, 2025

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ROLLING MEADOWS CONDOMINIUM ASSOCIATION (RMCA) RULES AND REGULATIONS

EFFECTIVE AS OF SEPTEMBER 6, 2023

Duties and Obligations of Unit Owners

1.1 Unit Owner Responsibility

Each *unit* owner is responsible for the conduct and actions of all residents and guests of the unit owner's unit, including family members and lessees, and also any other individual while on Association property at the unit owner's or any unit resident's direct invitation, said responsibility for conduct and actions includes the legal liability to pay any damages for violations as set forth in **Rules and Regulations** 1.2 below. In **Rules and Regulations** 1.2 below, any reference to a "unit owner" shall be interpreted as referring not only to the owner of a unit but also to all the persons for whom that owner is responsible as listed in the first sentence of the paragraph.

1.2 Rules and Regulations

The purpose of these rules is to provide greater ease of living together, to prevent damage to the Rolling Meadows Condominium Association property, and to protect the substantial investment of each unit owner. Accordingly, any violation of these rules will result in some damage to property, value on investment, right of others, health, or safety. As the amount of said damage is difficult to ascertain, any unit owner responsible for a violation of the rules will be legally liable for payment of damage, both liquidated and other, as set forth below in this article, together with costs of collection including reasonable attorneys' fees. For the purposes of this article, the following shall apply:

i. "Common Elements" shall mean common areas and limited common areas unless specifically stated otherwise.
ii. Each incident of violation of any rule shall be deemed a separate occurrence. A violation which is continuing in nature shall be deemed a separate occurrence for each whole or partial calendar month in which it occurs, or as stated in the rule.
iii. These rules are in addition to the Declaration, By-laws, and the documents, contracts, declarations, and easements set forth in the Declaration and By-laws, and in the event of a conflict, the Declarations, By-laws, contracts, documents, and easements referenced therein shall govern.

A. Use

No unit owner shall occupy or use any unit of the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, lessees, or guests.

B. Common Areas

(1) Any resident wishing to have an outdoor party using any common areas must first register with the Association's Board of Directors and sign an agreement accepting liability for any damages done to the common areas (e.g., lawn, shrubs, etc.)

(2) The common areas shall not be used for playing soccer, football, softball, hardball, volleyball, golf, or any other activity that requires special equipment or any activity in which damage or destruction of the common areas results.

(3) There shall be no obstruction or destruction of the common areas and nothing shall be stored thereon without the prior written consent of the Association's Board of Directors.

(4) Unless otherwise permitted in these rules, no object or structure other than movable furniture or moveable grills shall be placed unattended on the common or limited common areas without the prior consent of the Association's Board of Directors.

(5) Nothing shall be altered, removed from, or constructed in the common areas except upon the prior written consent of the Association's Board of Directors or as otherwise permitted in these rules.

C. Patios and Decks

Due to space limitations, safety considerations, and the necessity to maintain a uniform appearance so as not to degrade property values, no items of any sort shall be stored or displayed on any common areas, including limited common areas (e.g., porch, patio, or deck) or grassy or landscaped area. The only exception to the foregoing shall be as follows:

(1) Items generally considered to be of an appropriate holiday nature may be displayed in porch/patio areas and in the landscaped areas adjacent to the owner's unit for a period not to exceed one (1) week prior to the holiday and no later than three (3) days after the holiday. The **ONLY** exception is Christmas decoration which may be displayed after Thanksgiving thru **January 11**.

(2) All unit owners with a patio/deck are only allowed to have patio furniture and potted plants; no toys, bicycles or barbecue grills are allowed. All barbecuing should be done **in the driveway next to your garage**.

D. Garbage

(1) All garbage and trash (including appliances, furniture, and bedding) shall be properly bagged and disposed of so as not to produce health or safety hazards. Trash to be disposed properly bagged in a garbage container and recyclables properly rinsed or tied (e.g., plastic, cans, bottles, newspapers, etc.) in a recyclable receptacle. Unit owners are responsible for calling for a special pick-up for items not generally dumped in the trash containers. **All cardboard shall be broken down and bundled** so it can be disposed of in the proper container.

(2) No garbage or **garbage container** shall be left outside of any unit for more than **24 hours** prior to or after being removed and disposed of as required by these rules. **Garbage containers are to be stored in the garage**.

E. Uniform Exterior Appearance of Units

(1) No action shall be taken by any unit owner to alter or individualize the exterior surface of any unit with the following exceptions:

> **Items generally considered to be of an appropriate holiday nature may be placed upon the exterior surface of the unit during the times specified in Rules and Regulations C(l) provided the items are easily removable and upon their removal any holes made in the exterior surfaces shall be properly filled and the property returned to its original condition.**

(2) Interior surfaces of any window in whole or in part shall not be covered permanently, boarded-up, tinted, painted, or frosted.

(3) All front doors, storm and screens shall be maintained in good condition as with garage doors and service doors.

F. Insurance Rates

No unit owner shall do or keep in any unit or common areas anything which will increase the rate of insurance on the Association property or which will result in the cancellation of the insurance on any unit or any part of the common property.

G. Flammable Liquids and Explosives

(1) Gas, gasoline, and other flammable liquids (excluding paint thinners and cleaning solvents or gas for gas grills) shall not be stored or used in any unit or the common areas.

(2) No explosive substances of any type shall be stored or used in any unit or common area.

(3) Paint thinner and volatile cleaning solvents may be stored in units, but the total amount of these items shall not exceed two (2) gallons and they must be stored in a fire/explosive safe manner.

H. Disturbance and Obnoxious Activity

(1) No unit owner shall carry on any obnoxious or offensive activity in any unit or common area nor shall anything be done therein which may be or become an annoyance or nuisance to others including but not limited to an excessive sound level from any source including stereo speakers.

(2) Yard sales, estate sales, or any other type of sale open to the public are not allowed, as parking and potential disturbances to surrounding units may become an annoyance to others, as well as blocking roads for emergency vehicles.

I. Signs/Bulletin Board

No sign, poster, banner, or flag of any kind shall be displayed on or from any unit, on the common elements (except holidays as previously stated, and political signs and U.S. flags pursuant to Wisconsin Statute 703.105). This includes, but is not limited to, signs advertising the sale or rental of a unit. “Open House” signs may be temporarily posted at the corner of Rolling Meadows Court and Rawson Avenue for thirty (30) minutes prior to the open house and through the duration of the open house. The “Open House” sign shall be removed immediately following the open house. If the “Open House” sign is not removed within twenty-four (24) hours of the open house, the unit owner shall be fined according to the liquidated damages stated below. “For Sale” signs may be placed

at the corner of Rawson and Rolling Meadows Court so long as approval is first obtained from the Management Company.

There is a bulletin board at the entrance to the condominium complex to allow owners selling their units to post these listings. Real estate agents and or unit owners selling their units by owner ("For Sale By Owner" or FSBO) may post information regarding a unit for sale on this bulletin board. This posting is limited to the following information: Unit address, realtor's or selling owner's name and telephone number, and the asking price of the unit. Contact the Rolling Meadows Management Company for posting or for further information.

Other items or services for sale by unit owners may be posted on a 3" x 5" card when space is available on the bulletin board (For Sale notices take precedent.) These postings may be made by Rolling Meadows Condominium unit owners only.

J. Owner Vehicles/Parking

No parking is allowed in the FIRE LANE. Unauthorized, unlicensed, inoperable, or vehicles "For Sale" will be towed at owner's expense.

(1) Each unit owner shall have the right to park one (1) car, van, motorcycle, or small noncommercial truck directly behind their own garage which must be in good working condition and movable under its own power. **All vehicles licensed to unit owners, or tenants must be registered with the Association's Board of Directors using the Association's "Registration Form."**

(2) No vehicle shall be parked in any parking space so as to obstruct or infringe upon any other space or garage, the driveway, or fire lane or block delivery to mail boxes.

NOTE: The Association's Board of Directors may enforce all City Ordinances pertaining to fire lanes, and violators will also be subject to a police ticket.

(3) No moving van or truck or any type of vehicle, including bicycles, shall be parked on, or driven across grass areas without prior written consent of the Association's Board of Directors.

(4) No repair or maintenance of any vehicle that cannot be performed within two (2) hours shall be performed outside a garage on Association property. The vehicle's owner is responsible for cleanup of any debris and leakage of fluids.

(5) No overnight parking is allowed on Rolling Meadows Court. Rolling Meadows Court is a "private road" and a dead-end road that is covered under Sec. 346.55, Wisconsin Stat. and is posted at the entrance to the complex. Violators will be towed at vehicle owner's expense.

(6) Any vehicle parked in any assigned parking spot (e.g., directly behind unit owner's garage) must have a valid license plate.

(7) Each unit owner shall completely vacate the parking areas within twelve (12) hours for any daylight snow removal operation. During snow removal operation a vehicle parked on association outdoor parking areas (**including Rolling Meadows Court**) may be towed away and/or the owner shall be responsible for the snow removal.

(8) Each unit owner shall completely vacate the outdoor parking area during any announced maintenance activity. Any vehicle left in the Association parking area during maintenance activity may be ticketed and/or towed away.

Failure to comply with Section J will be subject to a violation fine and the vehicle being towed at the vehicle owner's expense.

K. Late Monthly Fees

Any unit owner who is more than ten (10) days late the first month and every thirty (30) days thereafter shall be subject to a late charge and/or an assessment. Said charge/assessment shall not exceed $25.00 per month, **and shall be subject to any and all costs of collection, including reasonable attorney fees.**

L. Gardens

Each unit owner may have a **potted** flower garden by their unit and/or a display in the mulched areas only. No digging up grass in the common areas is permitted. Failure to do so shall be subject to a violation fine and the cost of returning the Association property to its original condition. If in the future it becomes necessary, all gardens must be approved by the landscape committee and/or the Association's Board of Directors.

M. Lease of Condominium Unit

All lease forms for the rental of any unit shall be in writing. The owners must also inform tenants of the Declaration, By-laws, and the Rules and Regulations as determined by the Association's Board of Directors. All leases must include the following provisions or information:

(1) The lease shall include a provision that the tenant acknowledges receipt of and agrees to abide by the Declaration, By-laws, and Rules and Regulations of the Association.

(2) The lease shall contain a provision that upon occupancy the tenant and/or the unit owner shall immediately notify the Association's Board of Directors or its authorized agent of the tenant's telephone number, vehicles' license plate numbers, licensed pets, and submit a "Registration Form." The lease is also to contain the address and telephone number of the owners.

(3) The lease shall state that the owner maintains the responsibility for payment of the maintenance fees and/or any special assessments made by the Association's Board of Directors.

(4) Upon execution of the New Lease, the owner shall pay a leasing fee of $1,000.00 per each New Lease tenant. There will be a fine of $250 if the Association's Management Company is not notified within 30 days of the tenant lease.

(5) Terms of the lease shall not be less than one (1) year. (Page 23 of By-laws.)

N. Main Water Lines

All unit owners who have the main water supply in their units for the building in which they live at, must let the Association's Board of Directors know how they can be reached and/or their representative who will be able to get into their unit in case of an emergency shut off or to repair the main water line or the main sprinkler water line. **These owners reside in units 6879, 6880, 6894, 6909, 6914, 6920, 6929, 6930, 6944, 6949, 6950, 6961, 6964, 6970, 6980, 6981, 6984, and 6990.**

In lieu of an emergency contact person, secure emergency Knox Boxes are available on each building in the complex. Contact the Rolling Meadows Portfolio Manager, Violet Jaskula, at Ogden & Company Management Company, (414) 852-4643 for further information.

Liquidated damages could be subject to a violation fine and any cost for rescheduling of appointment. All damages that occur for entering said premises shall be the responsibility of the unit owner if a unit owner does not cooperate with the Association.

O. Maintenance and Repair of Units

Every unit oner shall perform properly all maintenance and repair work within the unit owner's unit which, if omitted, would affect any portion of the Association's property or a unit belonging to other owners.

(1) A unit owner's furnace and air conditioner shall be serviced annually. Drain hoses on air conditioners shall be unclogged each spring to avoid water damage to the building or other units.

(2) Clothes dryer vents shall be cleaned every three (3) years to avoid a potential fire.

(3) Oak Creed Fire Department **mandates** that each of the eight-family buildings be tested monthly. Rolling Meadows Condominium Association's management company performs a "Pull Station Test" in one unit of each building monthly and completes required fire department forms. The notified unit owner must be available to give the management company staff entry to perform this test. If the management staff is unable to gain entry, the unit oner is charged for rescheduling the test. The management company shall remind owners in writing two (2) weeks prior to the test.

"Annual fire-sprinkler inspections" are mandated for the 8-unit buildings. Inspector access to each unit in these buildings is required at the time of the inspection. The management company shall inform unit owners in writing two (2) weeks prior to the test. Failure to provide access to the unit on the day of inspection requires an additional date be set up for the follow-up inspection date requiring additional fees to be paid to the inspection company. For leased units, the unit owner is accountable to ensure their property managers coordinate entry on the scheduled date.

Should your unit access not be available on the initial inspection date, or any subsequent needed inspection date, the following fees will apply and be billed:

- A non-compliance fine of $50 for missed access appointments
- Recovery of the inspector trip charges and any additional expenses for any return visit(s)

(4) Units with wall heaters in the eight-family unit buildings must turn on the wall heaters as of November 1 each fall and remain on until April 1 the following spring.

(5) Units with outdoor water spigots must turn off the spigot by November 1 each fall and remain off until April 1 the following spring.

P. <u>Animals/Pets</u>

Attention New Pet Owners and New Residents: WI State Statues, Section 174 makes it mandatory for pets to be licensed. The City of Oak Creek requires a license for dogs and cats more than five (5) months of age. License applications are available at the Oak Creek Treasurer's Office. Residents must provide a current certificate of rabies vaccination (showing the tag number and the expiration date) at the time of licensing. You may mail in the certificate along with your application and fee, and it will be returned with your license. The license year

commences January 1 and ends December 31. Beginning April 1, a late fee will be assessed except for:

- A new resident who owns a dog or cat more than five (5) months of age, and who licenses such pet within (30) days of residency or;
- A resident who purchases a dog or cat that reaches fife (5) months of age or after April 1, and who licenses such a pet within 30 days or;
- A resident who owns a dog or cat that is not five (5) months of age on or before March 31, and who licenses such pet within thirty (3) days from the date in which it reaches five (5) months of age.[1]

The City of Oak Creek Municipal Ordinance Chapter 7.40 states that no animal may run at large within the city of Oak Creek.

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[1] Acorn Recreation Guide and City Newsletter, June, July, and August, 2006 issue.

Rolling Meadows Condominium Association Animal/Pet Regulations

(1) The keeping, boarding or raising of animals of any kind is prohibited with any unit or upon the common elements, except that the keeping of orderly domestic pets (e.g., one dog, two cats or two caged birds), not to exceed two pets per unit and any dog weighing more than 35 pounds is permitted, subject to the rules and regulations adopted by the Association's Board of Directors and further subject to the ordinances of the City of Oak Creek which are expressly incorporated herein (except where these By-laws are more restrictive) and any other applicable law. Animals shall not be kept or maintained for a commercial purpose or breeding. The Association's Board of Directors may promulgate a reasonable pet registration policy.

Pets currently in residence and registered with the Rolling Meadows Association no later than by September 1, 2006 shall be exempt until the pet expires or the owner sells his unit.

(2) Dog owners can use the common areas of the complex to walk their dog provided the dog is on a leash and owner or a responsible person immediately cleans up after their pet.

Grass burnout occurs when dogs are trained or allowed to urinate in the same area of the lawn. It is unlikely that dogs out for a walk with their owner or a responsible person will relieve themselves in the exact same spot.

(3) The following activities are a nonexclusive list of prohibited activities involving animals which are deemed to create a nuisance or interference with the mutual covenant which each homeowner has to the other for quiet enjoyment of the premises: loud noises; animals off leash or at large on the common elements; failure to remove pet waste immediately from the common elements or timely from

the units; allowing animal smells to be discernable outside the unit; leashing an animal to a stationary object on the common elements; failure to comply with municipal ordinances or county or state laws with respect to inoculation; leaving an animal unattended for a period of time which causes the animal harm.

(4) Any pet causing or creating a nuisance as defined above or unreasonable disturbance or noise shall be permanently removed from the condominium by the owner upon three (3) days' written notice from the Association's Board of Directors. Pets shall not be permitted upon the common elements unless accompanied and leashed by a responsible person, and then only for ingress and egress; said animals shall not be exercised on the common elements. Any unit owner who keeps or maintains any pet upon any portion of the condominium shall be deemed to have indemnified and agreed to hold harmless the condominium, the Association, each unit owner, the Association's Board of Directors, and the managing agent from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium. All pets shall be registered and inoculated as required by law. Milwaukee County, its representatives, agents, or independent contractors or other government officials are authorized to enter onto the condominium and to enforce any applicable ordinances, rules, and regulations with respect to animals.[2]

It is the bird feeder owner's responsibility to keep the area around the feeder free of weeds and grasses that may sprout from bird seed.

(6) Owners "pet sitting" for one (1) guest dog shall comply with P(2), P(3), and P(4).

(7) Service animals/Support animals for persons with a disability are all allowed with approval from the Board of Directors and the management company. The "Service/Support Animal Agreement" shall be requested from the management company, completed in its entirety, and returned to the management company for final approval.

All other items in Section P are to be met as pertain to the animal.

Q. <u>Watering</u>

Watering of private plants (flowers, etc.) is permitted during the daylight hours until 10:00 P.M. **However**, watering of grass areas is not permitted. **The only exception is newly laid sod or seed.** Watering under those conditions is permitted between 6:00 and 10:00 P.M.

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[2] ©Attorney J. B. Levine. Permission granted.

R. Condominium Documents

There will be a replacement charge for lost or damaged condominium documents of $25.00 per set.

(1) Unit owners, when placing their unit up "for sale," are required to purchase a current set of Rolling Meadows documents from their authorized management company/agent for the fee of $25.00 per set due and payable at the time of the request, **starting on August 1, 2006**.

S. Association Business

No one is allowed to interrupt with Association business, such as interfering with a work crew or any person who has been employed or under contract (to perform certain duties) that has been authorized by the Association, or to be a nuisance by not cooperating with such work orders, or by not letting them complete their duties.

T. Antennas and Satellite Dishes

(1) Any antenna and/or satellite dish that is attached to the exterior of the building (including the roof) or any common area is prohibited.

(2) In accordance with the Federal Communications Rules governing Over-the-Air reception devices, unit owners and their assigns may only install satellite dishes that are one meter or less in diameter. One meter is equal to 39.37 inches and "diameter" is the distance measured across the widest part of the dish. Said dishes may be installed only in the unit or in the limited common elements adjacent to the unit an may not extend beyond the limited common elements. The Association's Board of Directors reserves the right to further restrict satellite dishes where it is required for the safety of the residents of the Association.

U. Compliance and Default

(1) Unit Owners Subject to Act, Declaration, By-laws, and Rules and Regulations. All unit owners shall be governed by and shall comply with the provisions of the Act, the Declaration, the By-laws, and these Rules and Regulations as any of the same may be amended from time to time. A default by a unit owner shall entitle the unit owner's Association to the relief as provided by this Rule.

(2) Legal Proceedings. An action to recover any sums due for assessments, money damages, injunctive relief, foreclosure of the lien for payment

of assessments, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, may be sought by the Association, and shall not constitute an election of remedies.

(3) Fines. The Association's Board of Directors may levy (by majority vote of the Board of Directors) reasonable fines against Unit Owners for violations of the Rules and Regulations; the condominium Documents; or the Act by the Unit Owner, his or her family members guests, invites, employees and /or agents. No fine may be levied for more than five percent (5%) of such Unit Owner's annual assessment for any one violation. Each day a violation continues after notice is given to the unit owner is a separate violation. If a unit owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until the hearing before the Board of Directors is held, provided however that the fine shall continue to be construed as a lien on the unit. Fines are special assessments and shall be collectible as such.

V. Emergency vs Non-Emergency Requests

(1) An emergency call for a fire, medical assistance, or police intervention - **CALL 911**. All other emergency calls go to our managing company. They provide 24-hour service 7-days a week. Our manager or another manager will respond to your call and determine how to best handle the situation.

(2) Electronic mailing has become an excellent tool for communicating non-emergency service whenever possible. E-mail your request to the manager along with a copy to the Association secretary. This allows for tracking of our service calls. If you are unable to avail yourself of this service, send a letter to both parties requesting service. As a last resort, place a telephone call to our manager.

W. Security and Safety

(1) The Knox Box, outside each Building, is considered beneficial by the Oak Creek Fire Department. The fire department recommends that all unit owners have a current key in the box. In case of an emergency or fire, the fire department will have easy access to the unit and avoid damage to the unit front door. Only the fire department has access to the Knox Box. New owners, owners who change their door locks or owners who want to have their key in the Knox Box should contact a board member or the management company for information regarding updating their Knox Box key.

(2) Outside and inside security cameras and systems are permitted and are the owner's responsibility to purchase and have properly installed. They must be mounted and positioned in a manner as to not infringe on a neighboring unit's deck or patio or in a manner that would invade their privacy.

When the unit is sold, the owner is also responsible for removing all security cameras, both internal and external, and repair any surface to the preexisting condition, including filling in of any screw holes and painting as required.

X. Barbecue Grills

(1) National Fire Protection Association Codes 58.1.3.4.9.2 adopted by the State of Wisconsin prohibits storage of a 20-lb. LP gas cylinder in multi-family units. Only the 2 – 1 lb. cylinders that are used or stored with a barbecue grill are permitted in multi-family units. The Rolling Meadows Condominium Association Declaration, Sub-Section H, pages three (3) and four (4) states no barbecuing is allowed on the deck or patio in the complex. The Rolling Meadows Condominium Association Rules and Regulations C(I) reads, "All unit owners with a deck/patio are only allowed to have patio furniture and potted plants, no toys, bicycles or barbecue grills are allowed." Barbecuing must be done in the driveway near your garage.

Y. Owner Notification by Management Company

(1) There are situations which require management company staff to enter a unit to perform repairs to association common areas or to perform the monthly fire alarm pull station tests in the eight-family units or owners could be temporarily restricted from access to their garage because of driveway maintenance. For these and any other non-emergency work, the management company shall give owners one week's notice via mail prior to a scheduled date of work.

Z. Association Contracts

(1) All contract specifications must be typed. Prospective contractors are to obtain specifications from the management company and their bids are to be returned to the management company.

1.3 Enforcement of Rules

The Association's Board of Directors shall enforce the rules set forth in Section 1.2. Unit owners shall be notified in writing by the Association's Secretary or Manager of violations of the rules together with any amount which may be due and payable to the Association as a result of each occurrence of a violation. The Association may, in its discretion, issue a written warning prior to citing any unit owner with an actual violation. Any notice shall be deemed received upon either

by personal delivery to a unit owner/occupant or three (3) calendar days after mailing said notice by certified mail addressed to a unit oner at the mailing address for the unit owner as maintained in the Association's records. The Association shall have the right to enforce its rules by appropriate legal action, including an action to collect damages from a unit owner. In the event a legal action is required, the Association shall have the right to collect all reasonable costs associated with the same, including reasonable attorney fees.

1.4 Penalties

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

A. For the first offense in a given twelve-month period: $50.00
B. For the second offense in a given twelve-month period: $125.00
C. For the third offense in a given twelve-month period: $300.00

Fines are to be paid immediately to the Association. Any fine not paid within ten (10) days after billing therefore by the Association shall accrue a late charge in the amount of $25.00 for every month the fine is not paid. The Association shall have the right, following imposition of any fine, to collect the same as a special assessment against the violation and subject to a fine.

1.5 Amendment to Rolling Meadows Condominium Association Documents

This amendment corrects nonuniformity and inconsistency in the number of penalties and additions to Rolling Meadows Condominium By-laws and adopted by the Rolling Meadows Association's Board of Directors.

Any violation of the Rolling Meadows Condominium Association Rules and Regulations or By-laws shall be subject to a fine per occurrence with each day a new occurrence and subject to any and all cost of collection, including attorney fees.