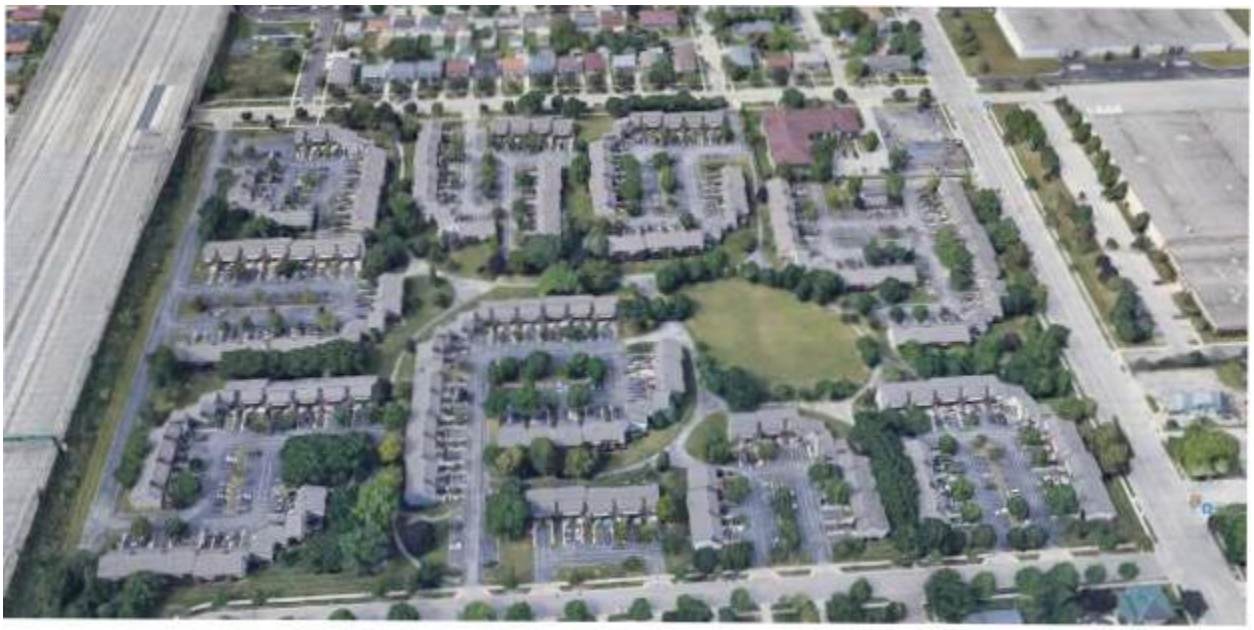
Willow Creek Home Owner's Association

Rules & Regulation

Revised 9.24.24



Attention Prospective Buyers:

Be certain to check with the person from whom you are considering purchasing a Unit at Willow Creek. If they or any other previous owner has done any landscaping or other changes to the Limited Common Area at their unit, you will be responsible for maintaining it once you own the Unit.

All unit owners automatically become members of the Association at the time the unit is purchased.

WILLOW CREEK HOME OWNERS ASSOCIATION, INC.

RULES & REGULATIONS

(Revised _____, 2023)

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SECTION I – INTRODUCTION

The following Rules and Regulations were formulated for the purpose of governing the day-to-day use of the units and common areas and the activities of owners, residents, and visitors alike. They were prepared using the best judgement of the Board of Directors. Willow Creek HOA is a Wisconsin corporation, without stock , organized under Chapter 181 of the Wisconsin Statutes. As such we are required by law to follow all laws and statutes that pertain to Condominiums and nonstock corporations, listed by priority, as follows:

- Federal Laws
- State Laws and Statutes
- Milwaukee City and County statutes
- Willow Creek Declaration of Covenants, Conditions, and Restrictions
- Willow Creek Bylaws.
- Willow Creek Rules and Regulations

These Rules & Regulations are your Rules and Regulations, and you all share the responsibility of enforcing them. Review them carefully and thoroughly to your satisfaction of understanding. Inasmuch as no set of Rules & Regulations can address every conceivable situation, it is expected that these Rules & Regulations will, from time to time, be altered and/or accepted, as experience dictates. If you feel any rule, regulation, or portion thereof is unreasonable or if you have any suggestions toward making them more comprehensive or easily understood, please submit your written comments to Management or the Board of Directors. Your constructive criticism is always welcome.

Please be advised that Owners, residents, dependents, guests, and any other individuals using Willow Creek are subject to the Declaration, By-Laws, and Rules & Regulations of Willow Creek.

The Board of Directors may levy a fine against the Unit Owner for any violations of these Rules and Regulations as outlined in the section titled "Enforcement Procedures."

If the Association retains legal counsel to aid in the enforcement of these Rules and Regulations, it shall be entitled to recover its actual attorney fees and costs from the resident/owner.

Definitions:

- **Governing Documents**: Consists of Declaration, By-Laws, and Rules & Regulations.
- ***All other capitalized terms are defined in the Declaration***

SECTION II – HEALTH, SAFETY, AND USAGE

A. Flammable Liquids Storage

The storage of all gasoline operated equipment, gas, gasoline, unsealed gas cylinders, and all other flammable materials (except small amounts of paint thinner and cleaning solvents) shall be prohibited within all Common and Limited Common Areas and in all Units throughout the Association.

B. Garbage

1. All garbage shall be placed in approved rodent and weatherproof containers rather than paper or plastic bags, and all containers shall be stored within the fenced-in Limited Common Area adjacent to each Unit.

2. Residents may dispose of oversized waste and debris items during regular trash collection, in accordance with the City of Milwaukee's guidelines (city.milwaukee.gov/sanitation/garbage-guidelines), by placing such oversized waste and debris items next to the resident's garbage container on the scheduled day of garbage pickup. Residents are responsible for ensuring that such oversized waste items are picked up.

3. Residents are responsible for disposal of large or banned items that the City of Milwaukee will not pick up during regular collection. Residents shall remove such items from the Association property or must arrange for special pickup at the resident's expense.

4. No garbage, debris, or waste items shall be left, disposed of, abandoned, or placed on any portion of the Association property, including along curbs by the street.

C. Games and Other Play Activities

The riding of bicycles 24" or larger on all private walkways shall be prohibited throughout the Association. Organized games such as softball, football, soccer, etc., shall be limited to the central play area and all other organized games shall be prohibited. For the purposes of safety residents and guests shall not be permitted to play or congregate in the parking lots.

D. Motorized Vehicles

Mini-bikes, go-carts, snowmobiles, mobility scooters, or any other non-licensed motor vehicles (gas or electric) are prohibited from operation throughout the Association. The only exception would be for authorized maintenance and emergency vehicles.

E. Noise Levels

Since all residents have a right to peace, quiet, and privacy, abnormally high noise levels, above 85 decibels, which are considered to be disturbing, shall be prohibited throughout

the Association. All radios, televisions, and speaker systems, used either indoors or outdoors, shall be kept at a reasonable level so as to not be considered disruptive to others.

F. Outdoor Storage and Personal Property

1. The storage, placement, or attachment of any items of personal property within the Common and Limited Common Areas shall be prohibited at all times (except for seasonal items such as grills, potted plants, lawn furniture, bicycles, and so forth within the fenced-in Limited Common Area only) as the storage of other articles could obstruct passage to and from individual Units.

2. This prohibition shall include temporary placement of personal property and items within the Common Areas.

3. Storage sheds shall be wooden with sides constructed of the appropriate paneling, shall be no higher than eighteen (18) inches above the capping trim of the lowest adjacent fence, shall be painted to match the Association (See Paint Formulas), shall have concrete or patio block flooring, and shall have their roofs pitched to drain to the inside of the patio areas.

4. Vinyl, factory built, self-contained, free-standing sheds are acceptable provided they are the appropriate beige / brown color (No Permit Required).

5. With prior written approval of the Board of Directors, Unit Owners shall be allowed to place a refuse container, no larger than 8 cubic yards, in their respective Unit parking stall, supported by the appropriate material to protect the asphalt surface, for no longer than 35 days. The Unit Owner shall be responsible for correcting any damage caused by said placement.

G. Recreational Areas

Designated recreational areas such as the central play area are intended for use by Unit Owners, residents, and their guests only. The use of all facilities throughout the Association by unauthorized persons is prohibited and shall be considered trespassing.

H. Responsibilities of Owners and Residents

1. No owners, residents, dependents, guests, or other individuals shall act in an irresponsible manner, or conduct any other activities which could result in the endangerment of the health and safety of other residents or increase the costs of insurance coverage.

2. No owners, residents, dependents, guests, or other individuals shall in any way damage, destroy, deplete, waste nor remove any of the common elements or other resources of the Association.

3. Adult owners and residents are responsible for not only their own conduct, but also for the conduct of their children, dependents, and guests, for any damage or noxious

activities they might cause, and for their adherence to all Rules and Regulations set forth in this document.

I. Rummage Sales

Rummage sales, estate sales, and yard sales are not permitted within all Common Areas throughout the Condominium.

J. Animals

The keeping of animals is subject to the City of Milwaukee Ordinance 78, and any other applicable laws, which are expressly incorporated herein (except where the Declaration or By-Laws are more restrictive.

1. It is the responsibility of each animal owner to ensure that all animal waste deposited within the Common and Limited Common Areas is properly disposed of immediately to prevent health hazards and noxious odors.

2. Animal houses, sheds, or other exterior structures intended for animals are prohibited throughout the Association.

3. Unattended animals are, at all times, prohibited throughout the Association, and all animals outside the confines of a Unit shall be attached to a leash not more than 6 feet in length, which is of sufficient strength to restrain the animal and the leash is held by a person competent to control the animal and prevent it from annoying or worrying residents (Milwaukee Ordinance 78-1-4).

4. Animals shall not be permitted to enter within an eight-foot area extending outward from the exterior wall of the rear living room patio entrance of a unit regardless of whether the animal is properly leashed, without the express permission of the unit owner.

5. It is the obligation of each unit resident to assume full liability for the costs of repair or replacement of any personal property or Common Area damaged by their animal. Further, any Unit Owner who keeps or maintains any animal upon any portion of the property shall be deemed to have indemnified and agreed to hold harmless the Association, each Unit Owner, the 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 animal within the Property.

6. Upon written determination by the Board of Directors that an animal has been found to be a nuisance, the owner of the animal shall remove the animal from the property. The Board of Directors shall have the right to determine what constitutes an unreasonable nuisance. The owner of the animal shall have the right to prior notice of, and attendance at, the meeting of the Board of Directors at which any such determination is made.

K. Window Usage

No owner or resident shall be permitted at any time to display, hang, or store any clothing, sheets, blankets, or other articles from the exterior of any window.

L. Unit Registration/Information

Each Unit Owner shall be responsible to provide Management accurate and current information as follows:

1. Exact name of the titleholders of the Unit.
2. Date of purchase of the Unit.
3. Name and address of the titleholders' mortgage lender, if any.
4. Address and phone numbers (home and work) of the titleholders.
5. Names and phone numbers (home and work) of tenants or non-titleholder residents, if any.
6. Year, make, and license number of each of the two vehicles to be parked on Willow Creek property.

M. Fireworks

Fireworks of any type, i.e., firecrackers, sparklers, bottle rockets, snakes, etc., shall be banned from use throughout the Condominium.

The Association follows the Milwaukee Code of Ordinances, Chapter 105, Public Safety, 105-47 Fireworks.

N. Wildlife

The outside feeding, housing, or caring of wildlife (i.e., birds, mammals, reptiles, fish, insects) is prohibited.

O. Use

No Unit Owner shall occupy or use his Unit or the Common Area, or Limited Common Area appurtenant thereto, or permit same or any part thereof to be occupied or used for any Purpose other than as a private residence for the Unit Owner, the Unit Owner's family, or the Unit Owner's guests. Leasing of Units is prohibited and Owner Occupancy is required as stated in detail in the Bylaws. No trade or business shall be conducted on the condominium property or from any Unit or Common Element without the prior written approval of the Association. The only exception will be to allow the use of a home office by the Unit owner when working from home for his profession.

P. Drones

1. In addition to the Definitions listed in the Declaration and Amended By-Laws, the following definitions apply to this subsection of the Rules & Regulations governing drones:

   (a) Drone means a powered, aerial vehicle that does not carry a human operator; uses aerodynamic force to provide vehicle lift and can fly autonomously or be piloted remotely.

   (b) Property means all of the land and improvements, which are subject to the Declaration of Covenants, Conditions, and Restrictions for Willow Creek HOA, including the airspace above the land and improvements.

2. No Owner, resident, family member, visitor, guest, invitee, or any other type of operator, including commercial operator, is permitted to fly a drone on or within the property.

3. Any Owner or resident who operates, or whose family member, visitor, guest, or invitee operates a drone within the property, including a commercially-operated drone, shall be liable for any injury or damage to persons or property which results from the use and operation of such drone and shall indemnify the Association, the Board of Directors, and all members, employees, and agents of the Association from any and all claims, loses, and damages, including attorney fees reasonably incurred, arising in connection with the use of or operation of a drone. An Owner or resident's liability for damages is in addition to any fines that the Board of Directors may levy against the Owner or resident for violations of this section.

4. The Association shall not be liable for any injuries or damages to persons or property arising from the use or operation of a drone. While this rule is intended to keep the premises a drone-free zone, the Association shall not be deemed to be a guarantor or protector of an individual's safety or right of privacy with respect to any drones that are flown within the community.

5. The Association reserves the right to use drones as it deems necessary to maintain and operate the common elements.

SECTION III – ARCHITECTURAL CONTROL / BUILDINGS AND GROUNDS

A. Additions, Improvements or Attachments

No additions, improvements, or attachments to any of the Common Areas or Limited Common Areas shall be permitted, other than those specifically set forth herein.

B. Antennas

All types of individual outside radio antennas are prohibited, including those used for citizens band, police or amateur ("ham") radios.

Note: Special purpose antennas intended to benefit or safeguard the Association may be exempted from this rule by the Board of Directors.

C. Exterior Building Modifications and Structural Alterations

Exterior building modifications and structural alterations of any type shall be prohibited, including holes in the walls and roof; changes to existing chimney vent systems; the unauthorized repainting, repair, or maintenance of the Unit's exterior surfaces; and any other activities not specifically set forth herein.

D. Mailboxes and Locks

Mailboxes shall be located within the inside patio area and shall either be black or painted to match the Association (see Paint formulas, page 25). Locks on permanent fences that prevent access to mailboxes are prohibited in accordance with federal regulations.

E. Signs, Decorations, etc.

No signs, placards, banners, flag poles, decorations, and all other such attachments, whether temporary or permanent, are to be attached to the building exterior, displayed from any window, or placed in any portion of the Common Area. However, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

F. Wash Poles

Only one umbrella type or two "T" type wash poles with lines between are permitted, provided they are within the fenced-in patio areas, and they do not project above the capping trim of the lowest adjacent fence. Lines, poles, and hooks shall in no way be attached to the buildings, fences, or other Common Area or patio area elements. Sleeve holders used to anchor poles shall be flush with the ground in order to ensure personal safety.

G. Window Air Conditioning Systems

Installed window air conditioning systems are permitted, provided that clear acrylic or similar materials are used to secure the enclosure around the air conditioner and the mounting brackets are painted to match the Association (See Paint Formulas, page 25). Window air conditioning systems shall be prohibited in patio doors.

H. Security Cameras and Video Doorbells, Installation and Use

1. The Association may allow the installation of camera door bells and surveillance cameras in those situations and places where the security of either people or property would be enhanced, subject to the **prior** written consent of the Board. Such cameras will only be allowed to be installed either within a Unit or the Unit's Limited Common Element and are subject to the Architectural Control section of the Declaration. Any camera allowed to be installed must be used in an appropriate, professional, ethical and legal manner consistent with all existing applicable laws and Association policies.

2. Cameras will be limited to situations that don't violate the reasonable expectation of privacy as defined by law.

3. Purpose. The purpose of these rules is to regulate the use of surveillance cameras to protect the legal and privacy interest of the Association, its members and guests.

4. Rules. The function of surveillance cameras is to assist in protecting the safety and property of the Association, its members and guests. Accordingly, any camera used on the property is subject to the following:

    (a) The primary use of surveillance cameras will be to record images for future identification of individuals in the event of legal or policy violations;

    (b) Any images or recordings from cameras located on the exterior of any unit or which captures images outside of units shall be available to the Board on request;

    (c) All images or recordings must be maintained by the unit owner or resident for a period of at least 7 days;

    (d) If an incident occurs that is substantiated with surveillance camera data and a member, resident or guest (child or adult) is involved, either as a victim or suspect, the data shall be transmitted to the Board or the property manager by the unit owner or resident who owns or controls the camera.

5. If/when installed cameras are removed, all costs to repair and restore damaged common element are the unit owner's responsibility.

Installed by the Association:
With respect to all surveillance cameras placed by the Association on the Common Elements, the following rules shall apply:

A. The associations board office and property manager are the only parties who control access to the cameras video footage.
B. Board officers and the property manager are only allowed to view the footage at their discretion, for the purpose of addressing security threats, and assisting in the prosecution of criminal conduct and/or governing document violations.
C. No homeowner is allowed to view the footage
D. For homeowners, if an incident occurs involving them, then, the board can, in it's sole discretion share the footage with the Police/Investigator; and the Police/Investigator in turn may share the footage with the homeowner involved.

SECTION IV – LANDSCAPING

A. Permanent Natural

1. All permanent natural landscaping additions shall be approved by the Landscape Committee before planting, as certain plant species could cause damage to sidewalks, paved areas, water, and sewer lines, and buried cables.

2. Only natural landscaping shall be permitted to extend higher than the adjacent fence capping. The extension of all other equipment and decorations above the fences shall be prohibited.

B. Patio Areas Adjacent to Parking Stalls

1. Natural landscaping is permitted within the fenced-in patio areas and in the plantable areas outside of but immediately adjacent to the fences. All landscaping shall be planted so as to not interfere with snow removal, pavement maintenance, or the parking of vehicles.

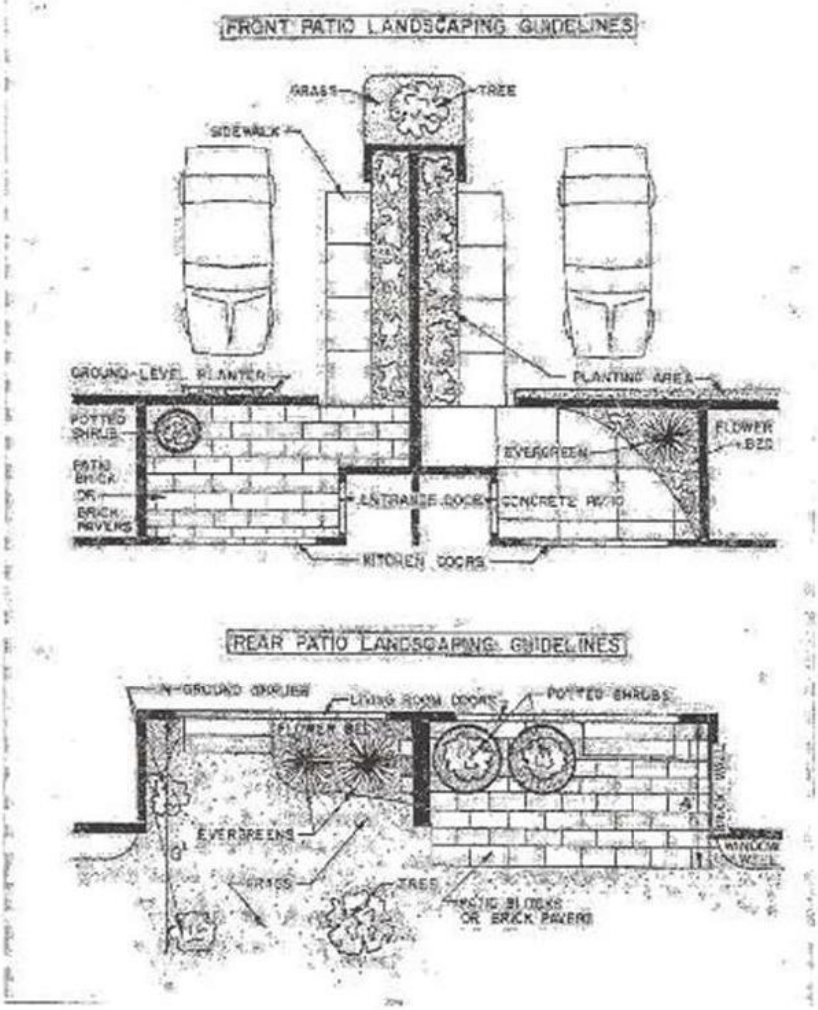
2. Permanent modifications such as brick pavers and patio blocks are permitted only within the fenced-in patio areas and must be pitched away from the building and neighboring patios.

3. Trellises, flower boxes, planters, patio umbrellas, and similar seasonal decorations including wind chimes and flower planters may be placed atop or above the capped fence within the fenced-in patio area. Above mentioned shall be of temporary nature. Temporary shall mean that the above mentioned shall not be affixed to Common property, meaning fencing, siding, etc. Owner shall be liable to pay for any damage caused by anything attached to the fence and / or Common property.

C. Living Room Patio Area

1. Natural landscaping is permitted within the 8-foot area extending outward from the living room patio doors. Natural landscaping beyond the 8-foot area shall be prohibited unless approval is first granted in writing by the Board of Directors.

2. Permanent modifications such as brick pavers, patio blocks, or concrete patios are limited to the 4-foot area extending outward from the living room patio doors.


FRONT PATIO LANDSCAPING GUIDELINES
GRASS
TREE
SIDEWALK
GROUND-LEVEL PLANTER
PLANTING AREA
POTTED SHRUB
PATIO BRICK OR BRICK PAVERS
EVERGREEN
FLOWER BED
ENTRANCE DOOR
CONCRETE PATIO
KITCHEN DOORS
REAR PATIO LANDSCAPING GUIDELINES
IN-GROUND SHRUBS
LIVING ROOM DOORS
POTTED SHRUBS
FLOWER BED
EVERGREENS
GRASS
TREE
PATIO BLOCKS OR BRICK PAVERS

D. Limited Common Area Landscape Additions

1. Planting of grass, small shrubs, and flowers within the Limited Common Area [fenced-in patio area and rear patio area (living room side)] is allowed with the understanding that Unit owner is responsible for the care and maintenance of the above listed items including the removal of weeds.

2. Plantings shall be made in a professional and workmanlike manner, and you are urged to contact Diggers Hotline toward determining the exact location of any and all utility lines.

3. Respective Unit Owner shall assume full responsibility for any and all required maintenance and replacement of the plantings and shall also be responsible for any and all damage caused to the property or losses claimed by any individual as a result of the planting and/or installation thereof. If a Unit Owner upon notice of the Board of Directors fails to properly maintain and/or replace landscaping, the Board may hire a contractor to have the maintenance/replacement performed and the cost of the same will be assessed to the Unit Owner.

4. Association approval of the planting shall not extend indefinitely, and respective Unit Owner shall be required to change, repair, replace, or remove the planting as required and ordered by the Association.

5. The cost of said planting shall be the responsibility of the respective Unit Owner.

6. Unit owners who have grass inside their front or rear Limited Common Area are responsible for maintenance of the area, including weed removal, whether a fence is erected or not.

SECTION V – MAINTENANCE

A. Unit Owner Responsibility (Unit)

1. Unit interior, including individual electrical, plumbing, heating/cooling systems, interior painting, all drywall, wall coverings, floor coverings, cabinets, fixtures, and appliances.

2. Individual pest control.

3. Individual gas, electric, phone, and cable TV service.

4. Individual doors, door frames, doorknobs, locks, and gates.

5. Individual windows, window frames, screens, and hardware.

6. Maintenance of the individual, fenced-in patio areas.

7. Common Area repairs necessitated by Unit Owner negligent damage.

8. Repair of any holes or damage done to siding, roof trim, or brick by Unit Owner or outside contractor hired by Owner.

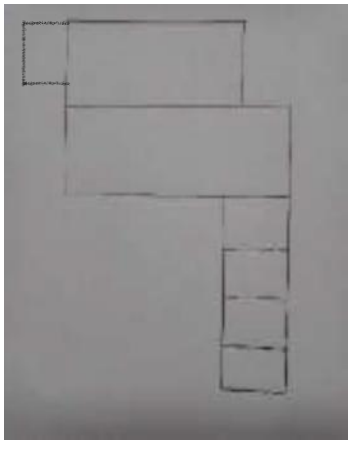
9. Water spigots outside of the Unit that only serve the Unit.

B. Association Responsibility (Common Area)

1. Grounds e.g., lawns, landscape, retaining walls, fences.

2. Asphalt drives and parking areas.

3. Sidewalks, and original two patio slabs and 2’x2” slab under water spigot



4. Building siding, trim, gutters, roofs, and foundation walls.

5. Sewer and water mains and laterals.

6. Common plumbing and utility lines.

7. Sump pumps.

NOTE: All exterior additions, alterations, replacements, or improvements require prior approval and must be made in accordance with established guidelines (Section VIII). Respective, responsible Unit Owners shall bear the cost of any remedial work required and contracted for by the Association if not timely addressed by the Unit Owner upon notice from the Board of Directors that the work needs to be performed.

C. Failure of Unit Owner to Perform Maintenance or Repair

If a Unit Owner fails to perform maintenance or repair that is his/her responsibility pursuant to the above-referenced Rule Sections or any provision of the Declaration, Bylaws, Rules, or applicable law, upon notice from the Board of Directors, and the Board of Directors deems that the failure negatively affects health, safety, or property value, or will likely cause property damage to any portion of the Condominium, the Association may perform the maintenance or repair. Any and all costs and expenses incurred by the Association shall be deemed a special charge and assessment against the Unit Owner.

Further, in cases involving manifest danger to public safety or property, the Association may enter a Unit in order to perform the repair, provided it has made a reasonable effort to give notice to the Unit Owner. In cases of emergency, no notice to the Unit Owner is required. If the necessary maintenance or repair does not involve manifest danger to public safety or property, the Association may enter a Unit in order to perform the repair provided that it has provided at least three (3) days' notice to the Unit Owner by U.S. Mail to any address provided by the Unit Owner.

If there is a broken water line in a Unit, access to the Unit in that building with the main water shut-off valve must be allowed without notice. If the Unit with the main water shut-off valve refuses entry into their Unit, they may be held liable for any damages to the other Unit(s) caused by their refusal to allow entrance to shut off the water to the building.

SECTION VI – PARKING AND VEHICULAR CONTROL

A. Permits and Registration

1. All such vehicles shall display a current parking sticker as issued by the Association. Said sticker shall be displayed at all times by attaching it to the inside of the front windshield, on the driver's side (left), 4 inches above the dashboard.

2. Any resident who acquires a different vehicle must report it to the Association in writing within ten (10) days of acquisition. Once the new vehicle is registered a new sticker will be issued for the new vehicle and the old sticker number will be shown as deleted from that unit.

3. Under no circumstances will more than two (2) parking stickers be issued to any given unit. These parking stickers are non-transferable and cannot be used by another Unit. Priority will be given to tenants rather than owners in the issuance of stickers to non-owner-occupied units. All absentee owners will be subject to regulations regarding guest parking.

4. All vehicles shall be properly plated and registered to a listed Unit Owner, resident, or dependent. At no time shall Dealer plates be authorized in the Common Area without prior authorization by the Board of Directors.

B. Parking and Non-Parking Areas

1. Every unit is entitled to two parking spaces, available for vehicles which properly display a valid parking permit. The first space is the individual Unit stall adjacent to each Unit, which is considered as being part of that Unit, and as such, is reserved for the resident of that Unit. The second space is located, at large, in the designated parking areas in the courtyards.

2. At no time shall any owner, resident, or guest be allowed to park more than one vehicle (except as stated in sub-section "E") in an individual Unit stall, nor more than one vehicle in any other designated parking area (except for motorcycles).

3. No parking is allowed by anyone in an emergency vehicle lane, along the access road, or on non-paved areas throughout the Association.

C. Guest Parking

1. Individual guest parking is allowed up to 72 hours. If guest is going to exceed that time period the vehicle must be parked in the individual unit stall and the management company must be notified with the description of the vehicle, license plate number, and Unit number at which guest is staying. Notification must allow enough lead time for the management company to notify the Board of Directors and the Security patrol. The Board of Directors will have the authority to determine if the length of stay is excessive and set a time the vehicle will need to be removed from the property.

2. In the event of a full courtyard, any guest vehicle must be moved from a courtyard space to street parking upon request of a resident whose vehicle has a valid parking permit properly displayed.

3. During snow emergencies (see definition below), the Association may ban guest parking in a particular courtyard or throughout the Association as deemed necessary, and if guest parking is so banned, it will be posted at the Utility Building and at individual courtyard entrances.

D. Snow Emergencies

1. Snow emergencies at Willow Creek shall be declared to:

   (a) Coincide with the City of Milwaukee Snow Emergencies, or

   (b) By the Management or Board of Directors as necessary

2. During declared snow emergencies, all vehicles in designated parking areas other than individual unit stalls may remain for a period not to exceed 24 hours. This means that vehicles shall be moved and, if necessary, dug out of designated parking areas within 24 hours of a snowfall.

E. Vehicular Control

1. All individual Unit stalls and other designated parking areas shall be used only for the parking of private passenger automobiles, pick-up trucks and vans, motorcycles, motor scooters, mopeds, and bicycles. Persons using said parking areas shall at reasonable times and upon reasonable notice, be obligated to remove their vehicles to permit the parking areas to be cleaned, repaired, resurfaced, repainted, re-striped, or cleared of snow and ice.

2. No licensed motor vehicle shall be more than 20 feet in length, and if motorcycles or the like are to be parked in an individual unit stall with another vehicle, the total combined length shall not exceed 20 feet. Protective wood or metal plates shall be placed under motorcycle rest stands while they are parked in any individual unit stall or other designated parking areas.

3. Boats, campers, travel trailers, mobile homes, or trucks with a gross vehicle weight (GVW) over 8500 pounds shall not be stored in any parking space for more than 48 hours. Inoperable vehicles may not be stored in any parking space for more than 72 hours. No vehicles, whether operable or inoperable, shall be stored on blocks at any time.

4. The washing, cleaning, and repair of vehicles other than those properly displaying a valid permit is prohibited at all times. Limited maintenance (oil filter changes, tune-ups, etc.) on resident's vehicles is permitted, but no major repairs (motor, transmission, body, etc.), business-oriented activities regarding motor vehicles,

vehicle sales, or leasing shall be conducted. Following any oil filter change, the oil must be disposed of properly.

5. No vehicle shall remain parked in any single designated parking area space for longer than seven (7) consecutive days.

6. There shall be no speeding in the parking lots—vehicles must be driven at safe parking lot speeds at all times, no faster than 10 mph on the Condominium Property.

F. Enforcement

1. In order to keep the parking lot safe, secure, and orderly, vehicles not properly permitted within ten (10) days of acquisition may be towed at the Unit owner's expense. Any vehicle on the property displaying Dealer Plates for three or more consecutive days may also be towed at Unit Owner's expense.

2. In addition to the penalties described in this Section, vehicles determined to be in violation of any of the above rules or city ordinances may be subject to immediate ticketing, towing, and storage at the owner's expense. Neither Association nor management assures any liability for the expenses incurred by vehicle owners in the enforcement of these Rules & Regulations.

SECTION VII – ENFORCEMENT PROCEDURES; ASSESSMENT COLLECTION

A. Fines

1. The following is a schedule of the fines that will be imposed for violations of the Declaration, Bylaws, and Rules & Regulations (collectively referred to as "Governing Documents").

   (a) A written warning for the Unit Owner or resident's first violation of the Governing Documents. The warning shall include a cure period and fine(s) shall be issued at the expiration of the cure period if the violation continues.

   (b) For the second offense, a fine of fifty dollars ($50) shall be assessed against the Unit Owner or resident.

   (c) For a third and any successive and additional offense(s), a fine of one hundred dollars ($100) shall be assessed against the Unit Owner or resident.

   (d) Each day a violation continues is a separate and new violation and shall result in an additional and escalating fine(s).

   Such fines are not a waiver of other remedies, including actual damages and an injunction.

2. Egregious Violations. Notwithstanding the fining structure above, a Unit Owner or resident shall be assessed a fine of five hundred dollars ($500) for each violation of the Governing Documents if, in the sole opinion of the Board of Directors, the violation meets one or more of the following criteria:

   (a) The violation is in direct defiance of a previous directive from the Board of Directors.

   (b) The violation was malicious in its intent.

   (c) The violation is evidence of a pattern of the resident or Unit Owner's non-compliance with the Governing Documents.

   (d) The violation is of such a nature that the violation cannot be corrected and/or that the direct monetary restitution cannot be determined.

3. Due date. Fines and attorney fees are due no later than twenty (20) days after the fine is levied, and unpaid fines, attorney fees, and costs shall be a lien against the unit ownership and may be foreclosed upon as provided by law. Unpaid fines, attorney fees and costs shall bear interest and late fees as provided in the Governing Documents.

B. Exception

If an Owner desires an exception to a certain rule, the Owner must make a request in writing to the Management Company including detailed reasons as to why the exception should be granted. The Management Company will forward the request to the Board of Directors.

The Board will review the request and will notify the Owner in writing, through the Management Company, of its decision. The Board shall have the right to place conditions and restrictions on any approval.

C. Appeals and Grievance Policy

Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

GRIEVANCE COMMITTEE RULES AND PROCEDURES:

1. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

2. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.

3. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

4. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

5. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

6. A letter shall be sent by certified mail, return receipt requested, informing all parties:

    (a) Of the time, place and date of a hearing before the Grievance Committee.

    (b) Of the right to counsel.

    (c) That evidence shall be received and a record made whether or not the party complained against attends.

7. The hearing shall be divided into two (2) sections:

   (a) The hearing.

   (b) The determination and decision.

8. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

9. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

10. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

11. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.

12. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

13. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

   (a) The award was procured by corruption, fraud or undue means;

   (b) b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

   (c) The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

14. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

D. COLLECTION POLICY

1. The regular monthly assessments are due on the first day of each month.

2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

3. Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

4. All payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

5. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

6. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed $50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.

7. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.

8. A late fee of $50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a compound rate of 1.5% per month (18% per annum) until paid.

9. The basic collection system of the Board shall be as follows:

   (a) At 15 days past due, a board member or the property manager may call the delinquent owner;

   (b) At 30 days past due, a past due notice may be sent;

   (c) At 45 days past due, a second past due notice may be sent; and

(d) At 60 days past due, the matter may be referred to the attorney for collection.

10. An administrative fee of $100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

11. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account it current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

SECTION VIII – GUIDELINES

These Guidelines are intended as a brief summary of a few important Rules. You are advised to refer to the complete Rules and Regulations. If you have any questions, contact the Management Company or the Board of Directors.

A. Permit Procedure

In situations where permits are required, the Architectural Control Committee should be contacted. The request should be in writing and should include detailed plans and explanations of the proposed project. Said request shall be sent, by certified mail – return receipt requested, to the Committee through Management. The Committee will provide a written response to the request.

B. Paint Formulas

The following paint formulas **ONLY** shall be used whenever permitted exterior modifications listed below are constructed or installed. These paints are only available at the Sherwin-Williams store located at 4278 S. 27th St.

Koala Brown: To be used for sides of storage sheds, flower boxes, trellis planters, mailboxes, and new fencing so as to match the existing fencing.

SHERWIN-WILLIAMS 703025
414-281-9800
EXTERIOR STAINS
WOODSCAPES LATEX
FLAT STANDALONE
HUNT MGMT KOALA HUNT BROWN
CUSTOM MANUAL MATCH

CCE*COLORANT 02 32 64 128
W1-White 18 29 -- --
B1-Black 16 33 -- --
R2-Maroon 4 52 -- --
Y3-Deep Gold 18 44 -- --

FIVE GALLON ULTRADEEP
A15T00054 640333555

NOT RECOMMENDED FOR USE ON VINYL
Non-Returnable Tinted Color

CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

Brown: To be used for trim on sheds, air conditioner support brackets, storm doors, and storm door / window frames so as to match the existing building trim.

SHERWIN-WILLIAMS 703025
414-281-9800
EXTERIOR **STAINS**
WOODSCAPES **LATEX**
FLAT **STANDALONE**
DOOR GUTTER BROWN MATCH
CUSTOM MANUAL MATCH

CCE*COLORANT	02	32	64	128
W1-White	--	42	1	1
B1-Black	6	17	--	--
G2-New Green	--	1	1	1
R2-Maroon	--	49	1	1
T3-Deep Gold	--	16	--	--

ONE GALLON **ULTRADEEP**
A15T00054 **640333548**

NOT RECOMMENDED FOR USE ON VINYL
Non-Returnable Tinted Color

CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.

Note: These formulas and any others are not intended to be used for repainting existing Common elements such as fences or building exteriors, since a second coat will darken the original colors and create a non-uniform appearance which could lessen property values. The repair, maintenance and repainting of all Common elements is the exclusive responsibility of the Association. Contact Management if you have any questions in this regard.

C. Deck Addition Guidelines – Permit Required

1. Deck shall be constructed within the confines of the fenced-in front patio area or within 4 feet of the rear of the Unit.

2. Deck shall be of the "floating" type and shall in no way be attached to the building, fencing, foundation, concrete, etc.

3. Prior to construction, foundation grade shall be raised so that positive draining away from the building is guaranteed and the deck itself shall rest upon gravel, patio blocks, brick pavers, small concrete-type pads, or the like.

4. Deck shall be constructed in a professional and workmanlike manner and shall be made of treated 2" x 4", 2" x 6", and 4" x 4" stock, painted/stained in the approved colors, See Paint Formulas, page 28).

5. Deck shall be no higher than 7 1/2 inches below the patio door threshold or the existing bottom step, whichever is lower.

6. Respective Unit Owner shall, at all times, be responsible for any required maintenance and repair to the deck and shall also be responsible for any and all damage caused to the Common or patio area as a result of the deck and construction thereof.

7. Association approval of the deck shall not extend indefinitely, and respective Unit Owner shall change, repair, replace, or remove the deck as required and ordered by the Association.

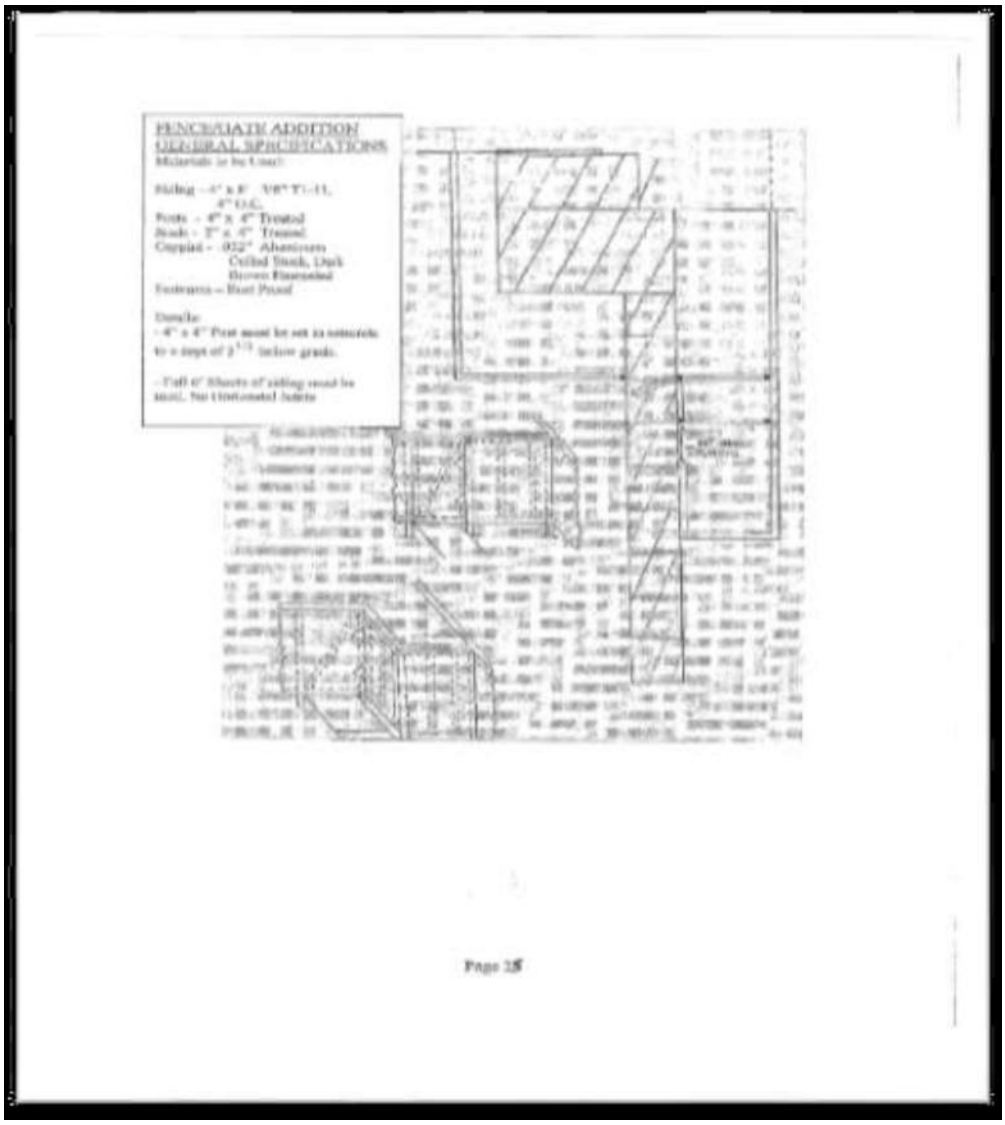
D. Fence / Gate Addition Guidelines – Permit Required

1. General Specifications shall be adhered to.

2. Respective Unit Owner shall, at all times, be responsible for any required maintenance and repair to the addition and shall also be responsible for any and all damage caused to the Common Area or patio area as a result of the addition and construction thereof.

3. The addition shall be constructed in a professional and workmanlike manner by an Association approved contractor at respective Unit Owner's expense. You are urged to contact Diggers Hotline toward determining the exact location of any and all utility lines.

4. Association approval of the addition shall not extend indefinitely, and respective Unit Owner shall change, repair, replace, or remove the addition as required and ordered by the Association.



Fence / Gate Addition – General Specifications

Materials to be used:

- **Siding – 4’ x 8’ x 3/8” T1-11**
- **Posts – 4” x 4” Treated**
- **Studs – 2” x 4” Treated**
- **Capping - .032” Aluminum Coiled Stock, Dark Brown Enameled**
- **Fasteners – Rust Proof**

Details:

- **4” x 4” Post must be set in concrete to a depth of 3 1/2 ‘ below grade**
- **Full 6’ Sheets of siding must be used. No horizontal joints**

E. Satellite Dish Guidelines

1. No satellite dish shall be installed without prior notice to the Board of Directors.

2. The dish shall not exceed one meter (39.37") in diameter.

3. The dish shall be positioned, on the ground, within the individual front fenced-in patio area or within the four-foot rear patio area.

4. The dish shall not be attached to the building exterior, roof, fencing, concrete patio, sidewalk, or asphalt.

5. If positioned within the front fenced-in patio area, every effort shall be made to keep the dish from extending above the fence.

6. If positioned within the four-foot rear patio area, the dish shall be screened from sight by approved plantings.

7. Cable leading from the dish to the Unit shall be run through the above grade foundation block wall or the lower skirt board only, and the access hole shall be professionally drilled and sealed. No cable shall be attached to or strung across any other portion of the building exterior.

8. The dish mounting pad or stand shall not be permanent in nature and must be removable with no damage to the mounting area.

9. The dish shall be mounted in a professional and workmanlike manner according to industry standards and governmental requirements.

10. Diggers Hotline and other utility providers shall locate all utility lines prior to dish installation (some television line locations are not recorded).

11. Respective Unit Owners shall be responsible for repair, replacement, or painting, of any portion of the adjacent Common Area, or patio area damaged by the dish installation or that which requires repair, replacement, or painting in conjunction with said installation.

12. Respective Unit Owners shall be responsible for the maintenance, repair, or replacement of the dish and shall be responsible for any and all property damage or losses claimed by any individual as a result of the dish installation.

13. Dish installation approval shall not extend indefinitely, and respective Unit Owners shall remove the dish as ordered by the Association. Owner shall remove the dish installation and restore the property to its pre-installation condition upon selling or vacating the Unit.

14. Within five (5) days of dish installation the respective Unit Owner shall contact Management to arrange for an inspection of the dish installation to confirm compliance with all installation guidelines and requirements.

F. Maintenance, Repair, and Replacement Guidelines

See Paint Formulas, page 25, for proper colors.

1. Patio Areas and Balconies

   Maintenance of the fenced-in patio areas and balconies is the responsibility of the individual homeowner.

2. Specific Rules, Patio and Balconies

   (a) Maintenance Responsibilities: Each Unit Resident is responsible for the general maintenance of balconies and adjacent patio areas, including:

      i. cleaning and removal of snow and ice from paved areas.

      ii. the trimming of lawns and shrubs and keeping all such areas clean and uncluttered.

      iii. Individual lawn areas, gardens, and planting beds shall be regularly mowed, cut and/or weeded.

      iv. planting containers shall be neatly displayed and not attached to the building or fencing.

      v. decking and railings of balconies shall be maintained to ensure the safety of the Units residents.

   (b) Outdoor Storage:

      i. Grills and portable fire pits (or other outdoor heating device) shall not be stored or operated on balconies, grassy areas, or operated within 10 feet of the building exterior.

      ii. Refuse containers shall be stored within the fenced-in area only. Following City of Milwaukee garbage pickup, containers must be returned to the fenced-in area immediately.

      iii. Owners are responsible for the maintenance of the patios, and gates.

      iv. Hoses and sprinklers shall be rolled up and stored; not left lying on the ground or in the grassy areas.

(c) Additions, improvements, or Attachments:

i. Satellite dishes may be permitted as stated above only.

ii. Individual landscape improvements may be permitted with prior approval only.

iii. Individual decks, fences, and gates may be permitted with prior approval only.

(d) Doors and Windows

Main entrance doors shall be solid wood or metal (glass is allowed on the top half of the door only. Plain or raised panels are permitted. Screen and storm entrance doors shall be wood or metal and ornamented in the lower half only. All doors and frames must be pre-finished or painted the appropriate dark brown color to match the Association.

The maintenance, repair and replacement of Unit entrance doors, screen doors, patio doors, and windows are the responsibility of the individual Homeowner. Replacement must be made in the existing style and size, generally:

(a) All visible portions of the door and window units must be pre-finished or be painted the appropriate dark brown color of the Association.

(b) Window and door glass must be clear with no fogging, tinting, mirror effect, or exterior covering.

(c) All windows (except skylights, basement, transom above corner unit doors, and sidelights on corner unit next to doors) must have screens. The screens must be free from rips, tears, and tape.

(d) Window air conditioner brackets must be painted the appropriate dark brown color.

(e) Window treatments must be drapes or blinds. Blankets, tarps, newspapers, sheets, banners, plywood, or bars are not permitted.

NOTE: All deviations from the guidelines or the original size and style, must have prior written approval by the Board of Directors.

3. Specific Rules, Doors and Windows

(a) Screen/Storm Doors: Screen/Storm doors may be ornamented in the lower half only, shall be maintained in good condition and have wooden or metal frames painted to match the Association. Both door and frame shall be pre-finished or painted to the appropriate dark brown color. Ornamental doors with gold or colored trim are not permitted.

(b) Patio Doors: Patio doors shall be of clear glass. Patio storm doors may be clear glass only. Doors must be maintained in good working condition and have wooden, vinyl, or metal frames painted to match the Association. The exterior use of plastic sheeting is prohibited. All portions of the door and frame that are visible to the exterior must be the appropriate dark brown color. Frame size must be consistent with the original type of frame. No French doors are permitted.

(c) Window / Screens: All windows except skylights, basement, transom above corner unit doors and sidelights on corner unit next to doors must have screens properly installed, and all windows except basement windows must be clear glass. Basement windows may be of glass block. Non-functional windows and screens must be repaired or replaced within five (5) days, and at all times be properly maintained. Frame size must be consistent with the original type of frame. Maintenance, repair, and replacement of windows, screens, casements, and the like shall be the responsibility of the respective Unit Owner. Said window must be double hung and have wooden, vinyl, or metal frames painted to match the Association. All bedroom windows must be double hung of clear glass with a screen frame. Bedroom and basement window frames may be of wood, metal, or vinyl, and all areas exposed to the exterior must be painted the appropriate dark brown color. All windows must be in good working order. Broken windows are not permitted, and all windows shall be free from fogged glass or bent frames. No screens shall have rips or tears.

G. Entrance Door Light Fixture

Unit Owners are responsible for the maintenance, repair, and replacement of their own individual entrance door light fixture. Said fixture shall be a single or double bulb, coach, or flood light fixture in the color dark brown, bronze, or black and have a clear or frosted lens cover. Entrance door light fixtures must be operational. Unit Owners shall be responsible for complying with any and all municipal ordinances and codes that relate to light fixture installation.

SECTION IX – UTILITY BUILDING

A. The Utility Building may be used for the following purposes:

1. Meetings of the Board of Directors.

2. Meetings of committees of the Association.

3. Storage of equipment for maintenance and landscaping.

4. Use of restroom facilities by contractors hired by the Association.

5. Any other use permitted by the Board of Directors subject to the restrictions in paragraph B.

A. The Utility Building may not be used by any Owner, including Board members, for personal business, entertaining, or any recreation or leisure activities.

B. The following people shall be entitled to have a key for the Utility Building:

1. Officers of the Association (meaning, the President, Vice President, Secretary, and Treasurer).

2. The Managing Agent of the Association.

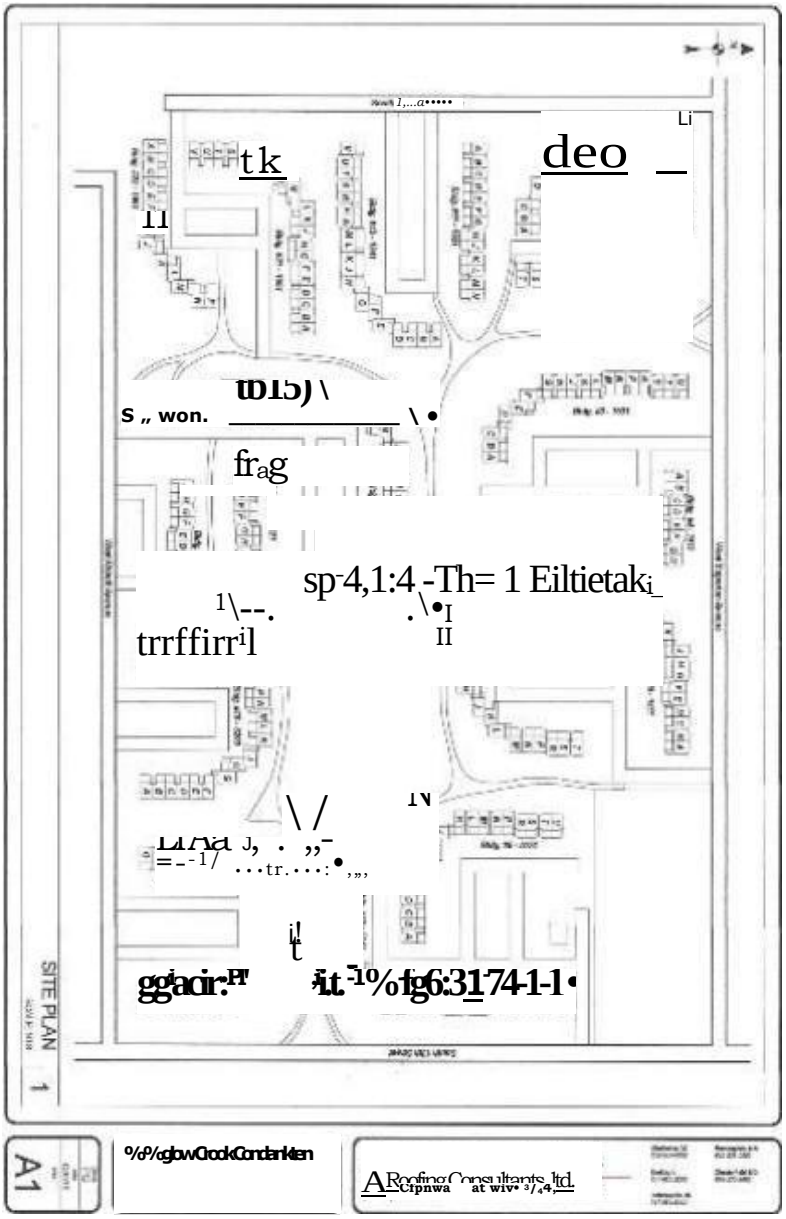
3. Any member serving as a chairperson of a committee. This person must return the key after they are done serving as the chairperson.

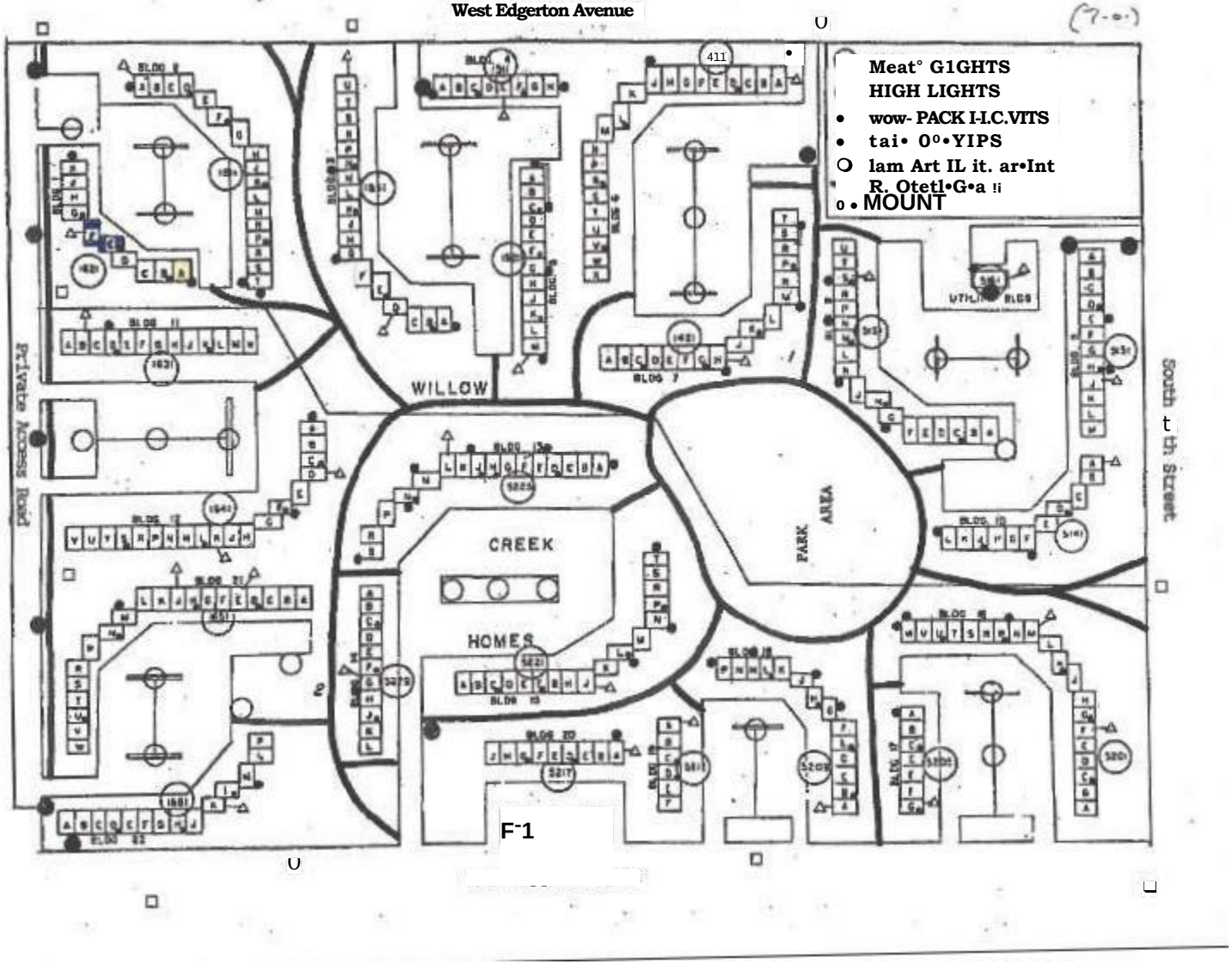
4. The Board of Directors may allow the following people to have a key:

(a) Directors of the Association (that are not also serving as officers).

(b) Contractors hired by the Association. For these contractors, the Board may elect to place a key in a lockbox.

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