THE SUNSET HOMES ASSOCIATION, INC.

RULES,
REGULATIONS
&
ENFORCEMENT PROCEDURES

Approved by Board of Directors
August 12, 2019

TABLE OF CONTENTS **Page**

I. INTRODUCTION 4

II. MANAGEMENT 4

III. LOCAL SERVICES 4

IV. UTILITIES 5

V. CONDOMINIUM DOCUMENTS 5

VI. OFFICIAL NOTIFICATION PROCEDURES 5

VII. RULES AND REGULATIONS 5

A. PARKING, GENERAL AND TOWING 5

B. ANIMALS/PETS 7

C. NOISE LEVELS 9

D. KEYS AND BUILDING SECURITY 9

E. UNIT OWNERS AND RESIDENTS 9

F. COMMON AND UNIT-OWNED AREAS 10

G. PLANTINGS AND LANDSCAPING 11

H. FLAMMABLES 12

I. SNOW REMOVAL 12

J. GARBAGE 13

K. MAINTENANCE, REPAIRS AND REPLACEMENTS 13

L. ALTERATIONS, ADDITIONS AND IMPROVEMENTS 14

M. FENCES 15

N. EXTERIOR AND SCREEN DOORS 16

O. WINDOW DRESSINGS AND SCREENS 17

P. PATIOS 17
Q. AIR CONDITIONERS AND CENTRAL AIR 18
R. PLUMBING CLOGS 18
S. ANTENNAS AND SATELLITE DISHES 19
T. SIGNS 19
U. OCCUPANCY 20
V. INSURANCE 21
W. RULES RELATING TO CONTRACTORS 22
X. UNIT TRANSFER FEES 24
VIII. ADDITIONAL RULES AND REGULATIONS 25
A. RENTING 25
B. UNITS CURRENTLY RENTED 26
C. ASSOCIATION FEES AND ASSESSMENTS 27
IX. ENFORCEMENT, VIOLATION, PROCEDURE AND ATTORNEY FEES 28
A. WHO CAN REPORT VIOLATIONS 28
B. VIOLATIONS REPORTED TO THE MANAGEMENT COMPANY 28
C. RESOLUTION 28
D. FINES 28
E. INTEREST AFFECTED 30
F. REMEDIES NON-EXCLUSIVE 30
CONFIRMATION OF RECEIPT (OWNER) 31
CONFIRMATION OF RECEIPT (RENTER) 32

I. INTRODUCTION

The Board of Directors and the Management Company would like to welcome you to the SUNSET HOMES ASSOCIATION, INC. We are pleased that you have chosen to reside at SUNSET HOMES ASSOCIATION, INC. and hope that you will enjoy your home.

Condominium living is very different than living in a private residence and the changes may require adjustment for some individuals. Rules governing the day-to-day use of the property have been adopted by the Board of Directors as detailed in this booklet. All Owners, residents, tenants and guests are subject to all provisions of the Condominium Declaration, Bylaws, and these Rules. At times, these documents or actions taken by the board might not be in direct accord with actions that a Unit Owner might take for a private residence. However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all. It is essential for all Unit Owners, residents, tenants and guests to demonstrate an attitude of courtesy, responsibility and community involvement.

Owners of the SUNSET HOMES ASSOCIATION, INC. pay a monthly association fee to cover the expense of major functions that are performed for the benefit of all Unit Owners, residents, and tenants. The fee includes such things as lawn care, snow removal, exterior building maintenance and professional management services.

From time to time, a special assessment may be needed to cover the costs of major repairs or improvements that are not covered by the regular monthly association fee. When a special assessment is deemed necessary by the Board of Directors, approval of the special assessment will require a super-majority vote of 67% of association members in good standing.

Whenever work is done by volunteers, the Association saves money. Although we pay a Management Company to coordinate daily operations and financial matters, the overall responsibility of the property still belongs with the Owners. THE SUNSET HOMES ASSOCIATION, INC. thrives on the help of volunteers. Members of the Board of Directors and committees all work without compensation. Their reward is the satisfaction of helping to maintain an attractive, pleasant place to live. All Owners should be aware of their responsibility to volunteer some of their time and talent to the Association.

If you have questions, concerns or want to volunteer to help in some way, please contact the Property Manager at the Management Office.

II. MANAGEMENT

PROSPECT MANAGEMENT COMPANY
Office Hours: 8:30 A.M. to 5:00 P.M. (Monday through Friday)
Telephone: (414) 540-0004

III. LOCAL SERVICES

Emergency (Police, Fire, Rescue) 911

Waukesha Police Department 1901 Delafield Street	262-524-3831 (non-emergency)
Waukesha Fire Department 130 W. Saint Paul Avenue Fire Station 1	262-524-3670 (non-emergency)

IV. UTILITIES

WeEnergies

Electrical Outages	800-662-4797
Natural Gas Leaks	800-261-5325

V. CONDOMINIUM DOCUMENTS

Unit Owners should receive a copy of the condominium documents, including Rules and Regulations from the previous Unit Owner. There is a $25 charge for replacement documents.

Unit Owners are responsible for obtaining a copy of the Association Rules and Regulations from the Management Company within 14 days of occupancy. Unit Owners will be required to sign the Confirmation of Receipt form and return said form to the Management Company within 5 days.

VI. OFFICIAL NOTIFICATION PROCEDURES

Letters and/or emails from the Management Company are the approved conveyance for communicating any necessary notice or information to Unit Owners, residents, and tenants, other than notices of Association meetings, which you will receive by regular mail pursuant to the Bylaws. It is important that you provide your email address to the Management Company if you want to utilize this additional communication tool. The Board of Directors will also, from time to time, attach notices to the mailbox housing to share information.

VII. RULES AND REGULATIONS

A. PARKING, GENERAL and TOWING

A.1 PARKING

a) Each Unit is assigned two (2) parking stalls within the parking lots adjacent to the building in which the individual Unit is located. The assigned stalls are marked on the parking lot surface with the corresponding Unit number and letter.

b) Two authorized tags will be given to each Unit Owner. The two vehicles that are to be parked in the assigned parking stalls, must

display the tag at all times.

c) All Unit Owners, residents, and tenants are to park their vehicles in the designated stalls and only occupy one lined space per vehicle. Use of visitor stalls by Unit Owners, residents, and tenants is prohibited.

d) Parking is not allowed in the following areas: Main driveway, on the grass, near the dumpsters, in fire lanes, across sidewalks, or in a "No Parking" zone. Additionally, parking in such a manner that blocks access to fire hydrants or dumpsters is prohibited.

e) All Unit Owners, residents and tenants must register their vehicles with the Management Company within 14 days of residency. Failure to register will result in a warning notice being issued. If after 14 days from the issuance of the warning notice the Unit Owner, resident or tenant has not registered his or her vehicles, the Association will issue a fine.

f) All campers, boats, trailers, snowmobiles and other non-motorized vehicles may not be parked on the Association property unless written permission is granted by the Board of Directors.

g) The use of moving vans/trucks on the condominium property shall be in a manner so as not to impede the lawful and smooth flow of traffic.

h) No dump-trucks, semi-trucks, semi-trailers, or semi-cabs are allowed on the condominium property unless written permission is granted by the Board of Directors.

i) Motorcycle parking may be permitted in a regular parking space if the combined length of the automobile and motorcycle does not exceed 20 feet. A protective plate must be placed under the motorcycle rest stand at all times. Written permission from the Board of Directors is needed to park a motorcycle in a patio area.

j) Vehicles longer than 20 feet (including any attached apparatus) will not be permitted to park in any part of the Association's parking lot.

k) A limited amount of rental spaces are available at a monthly fee. Contact the Management Company for more rental information, space assignment and parking identification tag.

l) Any visitor utilizing visitor parking for over 48 hours must obtain a parking permit from the Management Company. Information that will be needed to approve extended visitor parking will include license plate number, year, make and color of the vehicle. Permits are to be obtained during regular hours.

m) Unit Owners, residents and/or tenants should report unauthorized parking in their assigned parking space to the Management Company.

A.2 GENERAL

a) Unsightly vehicles including automobiles, vans, trucks and recreational vehicles are not permitted on Association property.

b) Limited vehicle maintenance, including, but not limited to, changing oil, oil filter, air cleaner and spark plugs is permitted. Owners, residents and/or tenants performing such maintenance must clear and clean the area after performing such work, including absorbing and disposing of any oil spills, grease, and any and all other debris. The debris, including used oil, must be taken to the Waukesha Recycling Location. Additionally, no vehicles are to be on jacks, stands, blocks, ramps, etc. unattended, at any time.

c) Cooking, sleeping and/or residing in any vehicle on the SUNSET HOMES ASSOCIATION, INC. property is prohibited.

d) The maximum speed limit on the Association's property is 10 miles per hour.

e) No Unit Owner, resident, tenant, and/or guest, is allowed to play in the Association's parking lot. This includes both adults and children.

f) No business type activities regarding motor vehicles shall take place at any time, including motor repair, body repair, and commercial vehicle sales or leasing.

g) Any unlicensed or inoperable vehicle(s) will be towed away at the expense of the Unit Owner, resident, and/or tenant.

h) Violation of any of the above rules will be subject to the following penalties:
   (1) Warning tickets will be issued by the Association on preliminary inspection of the parking areas;
   (2) Subsequent violations will be subject to fines or towing by the Association;
   (3) Once ticketed, vehicles will be towed from the complex at the vehicle Owner's expense.

A.3 TOWING POLICY

a) If any Unit Owner, resident and/or tenant, or guest of any Unit Owner, resident and/or tenant violates any parking restriction, the Association may – at any time thereafter and without further notice – make arrangements to tow, or transport, any vehicle in violation of the Association's parking rules, to a storage facility. In such event, the towing charges and storage expenses incurred by the Association shall constitute an assessment or charge against any Unit owned by the offending Unit Owner, even if the vehicle belonged to a resident, tenant and/or guest of the Unit Owner.

B. ANIMALS

B.1 No more than two (2) dogs, cats or other customary household animals are allowed in any Unit in compliance with the Waukesha's Local Animal Laws and Limits (https://www.waukeshacounty.gov/localanimallaws/).

B.2 No livestock, poultry, reptiles, or exotic animals of any kind shall be

raised, bred, or kept in any Unit, except for fish kept in an aquarium, and caged birds (no more that 2) no larger than a parakeet, which must be kept in the Unit at all times.

B.3 Unit Owners, residents and/or tenants must upon request, be able to provide to the Management Company information of the presence of all animal(s) on the property. Such information would include:

(1) Type and name of animal(s)
(2) Address of Unit maintaining animal(s)
(3) Name of Unit Owner, resident, and/or tenant owning animal(s)
(4) License number of dogs and cats.

B.4 Unit Owners, residents and/or tenants may be requested to provide to the Management Company proof of compliance with licensing requirements and proof of certificate from a licensed veterinarian of distemper and rabies shots. All dogs and cats must be licensed in accordance to the City of Waukesha Laws.

B.5 All Unit Owners, as well as the animal owner, are responsible and liable for any damage to property or injury caused by a pet.

B.6 Any person caring for an animal while on Association property shall adhere to the following in both common and unit owned areas:

(1) Unit Owners, residents, tenants, and/or guests shall immediately clean up any excrement within the unit's patio area, whether or not there is a fence.
(2) No Unit Owner, resident, tenant, and/or guest shall allow their animal to relieve themselves beyond the patio area.
(3) When walking the pet/animal on Association property, Unit Owners, residents, tenants, and/or guests must carry and use an implement or waste bag to immediately clean up any excrement.

B.7 All pets outside the confines of the unit shall be restricted on a leash by a person capable of controlling the animal. No animal shall be allowed to run at large within the Common areas.

B.8 No Unit Owner, resident, tenant, and/or guest shall permit their dog to:

(1) Excessively bark, yelp or howl so as to annoy or disturb any neighbor or neighborhood;
(2) Be chained to a fence or other structure that will allow them to traverse and/or relieve themselves on common grounds or any neighboring Unit Owner grounds.

B.9 A person who has captured or restrained a stray animal shall notify the City of Waukesha Police Department. The police may also apprehend any dog or animal running at large and confine the same in the City Pound.

C. NOISE LEVELS

C.1 All Unit Owners, residents, and tenants have a right to quiet and privacy without disturbance by loud noise, obnoxious behavior or harassment from neighboring units or common areas, **especially at night (after 10:00 P.M.) and weekend mornings (before 9:00 A.M.).**

C.2 Noise levels above normal tones, at such levels as to be disturbing, shall not be permitted on the property or within any unit. The time and day of the week will be taken into consideration.

C.3 Radios, televisions, musical instruments, speaker systems, gaming systems, or other sound producing systems, used either indoors or outdoors, should be kept at a level that will not disturb neighbors.

D. KEYS AND BUILDING SECURITY

D.1 It is not the obligation of the Association or the Management Company to provide service to Unit Owners, residents and/or tenants who are locked out of their residence.

E. UNIT OWNERS AND RESIDENTS

E.1 Unit Owners are responsible and liable for the conduct of all persons living within their unit, and guests.

E.2 No vehicle, bicycle or toy with wheels shall be allowed on the grassy common areas.

E.3 The batting of hard balls is not permitted on the property. **No ball games shall be played in the areas between any parking lot area and any building structure.**

E.4 No skateboarding is allowed on the property.

E.5 The use of big wheels and roller skates shall not be allowed anywhere on the property during the hours from 7:00 P.M. to 9:00 A.M.

E.6 Marking of sidewalks and roadways with chalk, paint or other substances is not permitted.

E.7 No motorized vehicles (e.g. go-cart or mini bikes) are allowed on the property.

E.8 No snowmobiles or other non-licensed motorized vehicles are allowed on

the property except for maintenance vehicles or other vehicles authorized by the Board of Directors.

E.9 Rowdy behavior will not be tolerated in any area of the complex. In case of reports of repeated offenses at any unit, the homeowner of that unit will be fined.

F. COMMON AREAS and UNIT-ADJACENT AREAS

F.1 COMMON AREA – The common area consists of all property owned in common, as defined in the By-Laws of the SUNSET HOMES ASSOCIATION, INC.

a) There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior written consent of the Board of Directors. This includes leaving any item on stoops and sidewalks overnight.
b) Bird baths and bird feeders are prohibited in common areas.
c) Small and large shrubs, bushes or trees may not be removed in common areas without written approval from the Board of Directors.
d) Electrical or battery powered lights shall not be installed without prior written consent of the Board of Directors.
e) Use or storage of recreational equipment is prohibited in common areas.
f) Storing bicycles in the common areas, including lawn and sidewalks, is prohibited.
g) Damage done to any part of the property and/or structure located on the property shall be the sole responsibility of the offending Unit Owner, even if the damage was done by a resident, tenant and/or guest of the Unit Owner. Payment for any restoration and/or repair shall be the responsibility of said Unit Owner.

F.2 UNIT-ADJACENT AREA – The Unit-Adjacent area consists of the property directly behind (to include the use of the term "patio") and directly in front of an individual Unit (to include the use of the term "plant box area").

a) Every Unit Owner, resident and/or tenant must maintain the Unit-Adjacent areas both directly in front of and directly behind his/her Unit in clean and proper condition. No objects or structures, other than movable patio furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors. Every Unit Owner, resident and/or tenant shall have the right to decorate their individual Unit-Adjacent areas in a non-structural manner.
b) All toys must be taken indoors each day and cannot be left in the

front of any unit or in an unfenced patio area.

c) Bicycles must be stored either in the Unit-Adjacent fenced patio area or indoors. Bicycles may not be stored in an unfenced patio area.
d) Unfenced patio areas need to remain free of clutter at all times.
e) Stoops and/or building brick may not be carpeted or painted.
f) Installation of awnings, sunshades, screens, canopies, or tents are prohibited without the prior written consent of the Board of Directors. If approved, they must be dismantled within 5 days from the time they were erected.
g) Visible appliances and items other than movable patio furniture and barbecue grills, are prohibited.
h) No permanent swimming pool may be installed or used in any common and Unit-Adjacent areas. Wading pools are allowed in the patio area only, and only between Memorial Day and Labor Day. If the unit's patio area is unfenced, the wading pool must be taken inside the unit at the end of the day.
i) Bird baths and bird feeders are permitted in Unit-Adjacent areas, provided the areas surrounding the baths and feeders are kept clean and neat by the Unit Owner.
j) Appropriate seasonal decorations may be placed on unit entry doors and windows only. Decorations cannot be attached to the siding or brick of the buildings.
k) Electrical or battery-powered lights shall not be installed without the prior written consent of the Board of Directors.
l) Dog houses, storage sheds or other outside structures may be erected, with the approval of the Board of Directors, in fenced patio areas only. If approved, the structure may only be erected in the approved fenced patio area and may not exceed the fence line height.
m) No permanent clothes lines are allowed.
n) An umbrella style clothes lines is permitted, providing it has a metal sleeve sunk into the ground, below ground level, and in a unit's patio area only. When not in use, the clothes line must be closed.
o) All clothes lines/umbrellas in unfenced patios must be removed when not in use.
p) Clothes lines, poles or hooks connected to the buildings or fences are prohibited.

G. PLANTINGS AND LANDSCAPING

G.1 PLANTINGS

a) Any plantings, including but not limited to, flowers and small shrubs in the unit's front plant box area; and flowers, vegetables, small and large shrubs, bushes, and trees inside the Unit-Adjacent area behind the Owner's Unit, are the sole responsibility of the Unit Owner.
b) Small and large shrubs, bushes or trees must have written

approval by the Board of Directors prior to planting anywhere on the Association's property and/or Unit-Adjacent areas.

c) Unit Owners are responsible for damage to a building's siding and/or trim in their patio area or plant box area, and damage to fencing surrounding any Unit-Adjacent area, which is caused by the placement or removal of any plantings.

d) Plantings found to be in obvious neglect may be removed at the discretion of the Board of Directors.

e) It is the responsibility of the Unit Owner to maintain and/or remove any large shrubs, bushes or trees within the rear Unit-owned area of their unit or the front Unit-owned plant box area, regardless of the fact that the large shrubs, bushes or trees may have been erected by a previous Owner.

f) At the discretion of the board of Directors, owners may be requested to remove trees in their unit adjacent areas that have grown to an unmanageable height/size as to impede a neighbor's unit adjacent area.

G.2 LANDSCAPING

a) The SUNSET HOMES ASSOCIATION, INC. contracts its services for lawn care in the common areas.

b) Unit Owners who have grass inside their rear Unit-Adjacent area shall be responsible for the lawn care, whether a fence is erected or not.

H. FLAMMABLES

H.1 Nothing shall be done to increase insurance premiums of the Association, including but not limited to the installation or usage of fire pits or wood burning stoves inside individual units, in common areas or Unit-Adjacent areas.

H.2 Gasoline and other flammable liquids, except paint thinners and cleaning solvents, cannot be stored inside any unit.

H.3 Any type of gasoline operated equipment, machinery or vehicles cannot be stored inside any unit.

H.4 Flammable gas cylinders cannot be stored inside any unit once the seal has been broken.

H.5 Paint thinners and cleaning solvents can be stored inside individual units in amounts not exceeding one gallon in total. These containers must be kept tightly sealed and stored in a cool area.

I. SNOW REMOVAL

I.1 All Unit Owners, residents, tenants and their guests shall cooperate with snow removal procedures on the property, (e.g., vehicles will be moved to accommodate snow plows upon request or as otherwise directed).

I.2 In the case where a Unit Owner, resident, tenant and/or guest is unable to move their vehicle(s) to accommodate snow plowing, the Unit Owner, resident, tenant, and/or guest is responsible for shoveling out around their vehicle/stall (to include between said vehicle/stall and their neighbor's vehicle/stall) within 48 hours of the snow event so that mounds of snow do not build up between vehicles. This rule also includes all rental spots.

J. GARBAGE

J.1 Trash collectors will only remove what is inside the dumpsters. Unit Owners, residents and/or tenants must make arrangements for disposal of large items that trash collectors cannot take (e.g., television sets, large furniture, mattresses, tires, bikes, appliances, hot water heaters, Christmas trees, etc). Contact the Management Company for clarification. Anyone who is identified as violating this rule will automatically be fined and charged the Association's cost for removing the item(s). No warning letter will precede the fine.

J.2 Charcoal must be extinguished completely before being placed in a dumpster. Disposing of charcoal in any common area is prohibited.

J.3 Floor drains located in the Units are not to be used for disposal of oil, paint varnish, grease, etc. For information about where to dispose of specific materials, contact: waukeshacounty.gov/recycling or call the City of Waukesha Recycling Center at 262-524-3600.

J.4 No hazardous waste, as that term is defined in state and federal law, using the more strict definition when a conflict arises, shall be placed in the garbage or recycling containers. Hazardous waste must be taken to a hazardous waste drop-off site. Contact the Management Company for the nearest location.

J.5. Garbage must not be stored or left in front or back areas of any unit.

J.6 Garbage must not be left alongside the dumpsters or abandoned anywhere in the common or Unit-Adjacent areas.

J.7 No one except authorized personnel is allowed inside or on top of the dumpsters.

J.8 All Unit Owners, residents and tenants are encouraged to recycle. A large recycling dumpster has been placed near the shed on the north side of the

property. Only recycling material as defined by the City of Waukesha Department of Public Works is allowed in this dumpster.

J.9 No off-site garbage or large items are allowed to be brought onto the property and dumped. Anyone who is identified as violating this rule will automatically be fined. No warning letter will precede the fine.

K. MAINTENANCE, REPAIRS AND REPLACEMENTS

K.1 Interior Maintenance: Each Unit Owner, at his/her own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his/her own unit.

K.2 At least every other year, it is recommended that Unit Owners have the following equipment inspected and/or serviced: the unit's air conditioner and hot water heater. The purpose for this rule is to avoid the water damage that occurs each time one of these pieces of equipment breaks. If a Unit Owner fails to have the required inspections and keep written evidence of that element or another unit, the Unit Owner shall be presumed to have been negligent, in addition to any other remedies, including fines, authorized by the condominium documents or the law.

K.3 Utilities: It is the responsibility of Unit Owners to maintain gas and electric service in their unit(s). Unit Owners are responsible for any damage to contents or loss caused by failure to maintain utility service, including damage to the common or Unit-Adjacent areas.

L. ALTERATIONS, ADDITIONS, and IMPROVEMENTS

L.1 No alteration or architectural changes of any common elements, or any additions or improvements thereto, shall be made by any Unit Owner, resident and/or tenant without the prior written consent of the Board of Directors. Unit Owners wishing to make exterior changes shall contact the Management Company.

L.2 The following is a partial list of items requiring approval of the Board of Directors and the Management Company prior to installation:

Front and Rear Storm Doors	Patios
High Efficiency Furnaces	Window Replacements
Fences	Water Heaters
Satellite Dish	Cable hook-up
Central and Window Air Conditioners	

L.3 Wall or window mounted air conditioners and/or fans are not permitted in any unit. Contact the Management Company for permitted mounting.

L.4 No Unit Owner, resident and/or tenant shall be permitted to paint or decorate, or adorn the outside of his/her unit, or install outside his/her unit any canopy or awning or other equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors or the written permission of the Management Company acting in accord with the Board's direction. None of the items listed above can be attached or adorned to the siding or brick of the buildings.

L.5 Holiday decorations are permitted fifteen (15) days before or after a recognized holiday or season.

L.6 If SUNSET HOMES ASSOCIATION, INC. performs any maintenance, repair or replacement to any unit, or to any Common or Unit-Adjacent Element as a result of something that originated in a unit or the negligence of the Unit Owner, resident, tenant and/or guest, (e.g., leaking pipe), then all of the costs and expenses incurred in performing such maintenance, repair, or replacement shall be assessed against the Unit Owner and unit.

L.7 SUNSET HOMES ASSOCIATION, INC. has the right, but not the obligation to inspect, monitor, test, redesign, and correct any structure, improvement, or condition, including any violation of the rules which may exist on any portion of the property, including Units, and a perpetual nonexclusive easement of access throughout the Condominium including Units, to the extent reasonably necessary to exercise such right. Except in an emergency, entry into a unit shall be only after reasonable notice to the Unit Owner. Nothing in this Section shall relieve a Unit Owner of the responsibility for the maintenance and repair of his/her unit.

M. FENCES

M.1 Construction of fences must follow the specifications outlined in the Association's Rules and Regulations and must have written approval by the Board of Directors **prior to installation**. (a copy of which is attached hereto as the Sunset Homes Association Fence Specification/Board Approval Form).

M.2 The Board of Directors, in giving approval, assumes that an agreement, in writing, has been reached with neighboring property owners, and that the Board of Directors bears no responsibility for any dispute arising therein.

M.3 It is the Unit Owner's responsibility to erect, maintain and remove fences for their units, regardless of the fact the fence might have been erected by a previous Owner.

M.4 Unit Owners agree to share with their neighboring Unit Owner, the cost of repair, maintenance and replacement of all shared or common parts of the fence. If a unit owner has no lot line fence but the neighboring unit does, the person with the lot line fence is responsible for painting and maintaining both sides of the common parts of the fence. If neither unit has a lot line fence, painting and maintenance will be shared by both units.M.5 Fences erected after April 1, 2017, or at such time as the unit is sold, must comply with the following dimensions: Height shall be four feet high from ground level. All fences shall be of 1" x 8" pine or cedar, installed double faced. Corner posts shall be of at least 4" x 4" and placed sufficiently far in the ground to support the fence. Stringers (cross piece) shall be at least 2" x 4", with 2" X 6" recommended.

M.6 Gates may be erected, but under no circumstances be attached to the common corner posts (i.e, posts found on a property line) of the fence. Gates must be the same shadow box construction as the fence with a width of between 40" and 44". Any variance must be approved by the Board of Directors.

M.7 No fence may be left unpainted for more than 30 days.

M.8 Unit Owners constructing a fence are responsible for determining the location of any utility lines prior to construction. Any damage caused to the underground utility lines as a result of fence construction will be the sole responsibility of Unit Owners.

M.9 All fences must be kept painted and in good repair.

M.10 Fence paint color is determined by the Board of Directors of the SUNSET HOMES ASSOCIATION, INC. Homeowners are required to paint their fences dark gray. **For current color codes, contact the Management Company**. Gray color codes are also on file at Sherwin Williams Paints, currently operating at 155 E. Sunset Drive.

M.11 Unit Owners who do not comply with following the standards of colors, materials, size, written approval, etc. set forth in this document will be subject to fines. Failure to comply will result in the Board of Directors, upon seven (7) days' notice to the Unit Owner, selecting a licensed contractor to fix the alterations at the Unit Owner's expense. The Unit Owner will be obligated to reimburse the Association's contractor expenses, and the same will be an assessment against the Unit.

N. EXTERIOR AND SCREEN DOORS

N.1 Maintenance and repair of all front and back exterior and screen doors are the responsibility of Unit Owners and must be kept in good condition at

all times.

N.2 Alteration of appearance/replacement of front and back exterior and screen doors must have the written approval of the Board of Directors prior to installation. Unit Owners are required to complete an Application Form (a copy of which is attached hereto as Sunset Homes Association Application for Architectural Changes) which can be obtained from the Management Company.

N.3 Exterior doors installed after April 1, 2017, or at such time as the unit is sold, must be white, wood-stain or natural wood color. Aluminum screen doors are mandatory and must be white, containing a maximum of 40% glass. (Samples of what style of door is acceptable can be obtained from the Management Company or on the official Sunset Homes Association web page: www.sunsethomescondos.com).

N.4 Unit Owners are responsible for any damage to the siding or trim during installation.

N.5 If Unit Owners do not conform to the specifications set forth by the SUNSET HOMES ASSOCIATION, INC., Unit Owners may be fined and/or required to replace the doors, at their own expense.

O. WINDOW DRESSINGS AND SCREENS

O.1 No Unit Owner, resident, tenant and/or guest shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles inside his/her unit, other than draperies, curtains or shades of a customary nature and appearance subject to the Rules and Regulations of the Board of Directors. No window dressing is permitted on the outside of any unit.

O.2 Maintenance and repair of windows and screens are the responsibility of Unit Owners and must be kept in good condition at all times.

O.3 Alteration of appearance/replacement of windows must have the written approval of the Board of Directors prior to installation. Unit Owners are required to complete an Architectural Change Form (a copy of which is attached hereto as Sunset Homes Association Architectural Changes) which can also be obtained from the Management Company.

O.4 The trim of the window must conform to the current color, type and style specifications set forth by the Board of Directors. All windows must have properly installed screens. Unit Owners are responsible for any damage to the siding or trim during installation.

O.5 All windows must have a frame. The frame must conform to the current

color, type and style specifications set forth by the Board of Directors. Unit Owners are responsible for any damage to the siding or trim during installation.

O.6 The living room and front master bedroom windows must be horizontal sliding. The three windows on the adjacent side of the building are as follows: kitchen window must be horizontal sliding; the upper two windows must be single ordouble hung (vertically). Windows on the end of any building must be single or double hung (vertically).

O.7 Windows with broken glass must be replaced within 30 days.

P. PATIOS

P.1 Construction of patios must have written approval of the Board of Directors prior to installation, including specifying size, location, type of materials to be used, and the planned pitch of the patio deck surface.

P.2 All patios must be flat to the ground and pitched away from the building. Standing water or drainage problems caused by the construction of a patio shall be the responsibility of the Unit Owner to correct.

P.3 No wooden decks or platforms are permitted.

P.4 Patios are limited to normal fence line areas. In the absence of a fence to the rear, patio may not extend beyond prevailing fence line.

P.5 Unit Owners constructing a patio are responsible for determining the location of any utility lines prior to construction. Any damage caused to the underground utility lines as a result of patio construction will be the sole responsibility of Unit Owners.

P.6 Unit Owners assume responsibility for the safety and/or any injuries incurred by all individuals performing the installation.

Q. AIR CONDITIONERS AND CENTRAL AIR

Q.1 Window air conditioners are permitted in front or rear windows. Clear acrylic, wood, solid, Plexiglas or similar material must be used to secure enclosure around the air conditioner. If wood, it must be stained to match the color of the building. No other material can be used as filler.

Q.2 No through-the-wall air conditioners are allowed.

Q.3 All window air conditioners must be self-supporting with no platforms visible from the building exterior.

Q.4 All central air conditioners must have written approval by the Board of Directors prior to installation.

Q.5 All central air conditioners must be installed in the back patio area of the unit. End units may be installed on the side patio area of the building.

Q.6 Unit Owners are responsible for any damage to the siding or trim during installation.

R. PLUMBING CLOGS

R.1 Plumbing clogs that occur beyond the wall of two adjoining Units are the shared responsibility of both Unit Owners unless it can be proven that one Unit Owner, resident, tenant and/or guest has been negligent (e.g., food found in pipe, large clumps of hair, more than one clog per year, etc.). If negligence is proven, then the offending Unit Owner will be responsible to pay for the clog removal.

R.2 The Association will arrange for all plumbing repairs. The cost associated with the repair, and each homeowner's responsibility for payment, will be determined by the plumber.

R.3 If the Management Company and Board of Directors is unable to determine which Unit Owner, resident, tenant and/or guest is responsible, then both Unit Owners who are connected to the same pipes will be responsible to pay for the clog removal.

S. ANTENNAS AND SATELLITE DISHES

The following rules apply to any owner/tenant who installs a satellite dish, C.B., television, or other antenna. The rules do not apply to the extent that it conflicts with applicable law.

S.1 Owners/tenants must notify the Board in advance of installing a satellite dish or antenna.

S.2 No satellite dishes or antennas may be placed in the common area.

S.3 Satellite dishes and antennas must be free standing, placed in the patio area adjacent to the owner's unit, and cannot be attached to the fence or

building unless proper reception cannot be achieved by such placement. In the event that adequate reception quality cannot be achieved by installation on the unit's patio area, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

S.4 Wiring for the dish must be installed through the back of the unit and may not penetrate the buildings' masonry exterior. No TV cables are to be attached to building exteriors, roof, fence, etc.

S.5 Any common or limited common area affected during installation of the satellite dish must be returned to its original condition at owners' expense within 30 days of installation.

S.6 Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal.

T. SIGNS

T.1 No Unit Owner shall display, hang, store or use any sign outside his/her unit or elsewhere, which may be visible from the outside of his/her unit without prior written permission of the Board of Directors or the written permission of the Management Company, acting in accord with the Board's direction. This includes the use of "For Sale" and "For Rent" signs. "Open for Inspection" signs may be displayed temporarily during an open house. This rule does not apply to political signs, which are governed by Wisconsin Statute section 703.105.

U. OCCUPANCY

U.1 The SUNSET HOMES ASSOCIATION, INC. will adhere to the occupancy limitations adopted by the Federal HUD and Wisconsin State Guidelines. The minimum space requirements for sleeping rooms within any unit shall be as follows:

Every sleeping room shall be of sufficient size to afford at least 400 cubic feet of air space for each occupant over 12 years of age, and 200 cubic feet for each occupant under 12 years. No greater number of occupants than the number thus established shall be permitted in any such room.

U.2 Home Occupations: Permitted home occupations in any unit with SUNSET HOMES ASSOCIATION, INC, as adopted in compliance with

the City of Waukesha Ordinance pertaining to Home Occupations, shall be any business or occupation carried on by a person residing within the dwelling in connection with which:

a) The occupation is incidental and secondary to the use of the dwelling for dwelling purposes, and does not occupy more than one-fourth of the floor area of a unit.
b) No signs, display or activity is permitted that will indicate from the exterior that the unit or building is being used, in part, for any purpose other than that of a dwelling.
c) There are no commodities sold, or services rendered that require receipt or delivery of merchandise, goods or equipment by other than a passenger motor vehicle, parcel delivery service, or by U.S. letter carrier mail service.
d) There is no person other than an additional resident of that unit employed or otherwise engaged in the home occupation.
e) All activity, including storage, is conducted completely within the dwelling unit.
f) No special structural alterations, construction features, or installation of special equipment is permitted to the dwelling unit.
g) There is no perceptible noise, odor, smoke, electrical interference or vibration emanating from the structure.
h) There is no more than one customer or client on the premises at the same time.
i) There is no activity between the hours of 11 P.M. and 7 A.M.
j) No Solicitation is allowed on the property without the prior written consent of the Management Company.

U.3 All required detectors are the responsibility of the Unit Owner and shall comply with the provision of NFPA (National Fire Protection Association) No. 72E-1982, Standard on Automatic Fire Detectors, in accordance with City of Waukesha Ordinance.

At least one detector shall be located at the head of every open stairway. Battery or AC powered smoke detectors may be installed and do not have to be interconnected with each other or with a manual fire alarm system. The Unit Owner is responsible for maintaining the smoke detectors in good working order. Residents and/or tenants are responsible for informing the Unit Owner, in writing, of any smoke detector malfunction, including the need for a new battery. The Unit Owner then has five (5) days, from receipt of the written notice from the resident or tenant, to repair or replace the smoke detector or replace the battery. The Unit Owner must replace batteries at the beginning of a new lease and at least annually. The Unit Owner must also furnish to the resident and/or tenant written notice of the responsibilities of the resident and/or tenant and the obligations of the Unit Owner regarding smoke detector maintenance.

U.4 When Owners, residents, and/or tenants cook on the outdoor patio, it is their responsibility to have a U.L. approved fire extinguisher available and to control the flames so as not to create a fire hazard. Grills need to be ten (10) feet from the building when in use.

U.5 No fire pits or wood-burning stoves are permitted anywhere on association property including all common areas, Unit-adjacent areas, and inside individual units.

V. INSURANCE

The SUNSET HOMES ASSOCIATION, INC. maintains a master policy on the complex buildings (e.g., fire, liability, property damage, etc.).

V.1 PREMIUMS

a) Association members are responsible for shared insurance premiums.
b) Premiums are due on or before the renewal date of the insurance policy each year.
c) A notice will be sent out by the Management Company annually to inform all Unit Owners of the premium amount due and payment is required within 30 days of the notice date.
d) If insurance is escrowed, it is the Unit Owner's responsibility to assure the mortgage holder makes the payment on a timely basis.

V.2 CLAIMS

a) All claims are to be reported immediately to the Management Company or a designated board member.
b) No resident is to file a claim directly with the SUNSET HOMES ASSOCIATION, INC. insurance company.
c) Unit Owners, residents and/or tenants should report any claim involving their personal property and home to their own insurance agent.
d) Unit Owners are responsible for their residents, tenants, and guests.
e) All liability claims are to be reported. Decisions on reporting property claims are to be made by the board, in conjunction with the SUNSET HOMES ASSOCIATION, INC. insurance agent or consultant.

V.3 DEDUCTIBLES

In the event of any insured loss, the Association’s deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the

Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board's decision on the allocation of the deductible shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (e.g. unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence

W. RULES RELATING TO CONTRACTORS

W.1 Unit Owners shall furnish any contractor performing work on the condominium premises on the Unit Owner's behalf with a copy of the Rules and Regulations, along with the name, address and phone number of the Management Company.

W.2 Unit Owners shall be responsible for any violations of the Rules and Regulations by any contractor performing work on the premises on their behalf.

W.3 Work shall be completed so as not to adversely affect other Unit Owners, residents and tenants, and according to the Board's Rules, Regulations and Architectural Control Standards.

W.4 Work may only be done during normal business hours (M-F 7:00 A.M. - 5:00 P.M.; Sat 7:00 A.M. - 3:00 P.M.). Any core, hammer drilling or high noise operation is only allowed M-F between 8:30 A.M. - 5:00 P.M. Work during any other hours must be pre-approved in writing by the Management Company.

W.5 Any drilling into the concrete shall be coordinated with the Management Company.

W.6 A sound deadening underlayment shall be installed per manufacturer's specifications beneath tile, wood and hard surface floors.

W.7 All unit keys shall be obtained from the individual Unit Owner or person(s) designated by the Unit Owner for individual unit work. For building tie-in work, the Management Company will notify each Unit Owner when a contractor will require access to their individual unit.

W.8 Contractor vehicles shall not block the driveways, roads, or fire lane.

W.9 Contractors shall clean any common or Unit-owned area of sawdust, drywall dust, discarded insulation, etc.

W.10 Tools or materials shall not be left on the property, when practical, except during loading and unloading. The contractor shall remove all of contractor's materials from the building/unit.

W.11 No work shall be performed in the common element, except with the prior written approval of the Management Company.

W.12 Removal of construction, demolition materials:

a) The general contractor and/or subcontractor(s) shall make arrangements to obtain a dumpster for discarding of materials. The dumpster shall not interfere with the ingress and egress of any building. All dumpster arrangements shall meet with the approval of the Management Company.

b) No discarded materials may be left in any common or Unit-owned area, alongside the Association dumpsters, or at any curbside adjacent to the SUNSET HOMES ASSOCIATION, INC.

c) Ultimately, the removal of construction debris is the responsibility of the Unit Owner having the work done.

W.13 Professional conduct is required at all times while on the premises. Loud playing of music, offensive language or obscenities in any unit or in any common area or Unit-owned area is prohibited.

W.14 The Management Company shall be notified immediately of any and all building emergencies caused in conjunction with demolition, remodeling work, or repair work in a unit.

W.15 Unit Owners having work done will be held responsible for any and all damage, insurance deductible, or any extra charge for the cleaning, removal of debris to the common areas and/or adjoining units as a result of contractors or carriers work or negligence. Unit Owners having work done will be charged for removal of materials or for cleaning of the common areas due to construction to their unit.

W.16 All contractors must provide proof of insurance, including worker's compensation insurance to the Management Company, unless a waiver of such insurance is applicable.

W.17 For work requiring building tie-ins HVAC piping, plumbing piping, electrical, etc., the contractor must notify the Management Company in writing 15 days prior to any tie-in work.

W.18 Before the tie-in work is started the contractor shall receive written approval from the Management Company. The written tie-in request shall describe the work to be performed in detail, and the time it will take to complete the work. The tie-in request shall also include the performing contractor's name and phone contact number(s).

W.19 The Management Company may waive the written notification if emergency work is needed.

W.20 The Management Company will make every effort to notify affected Unit Owners with the name of the contractor(s) as well as the date(s) and time(s) the work will take place.

W.21 Contractors coming onto the property need to call the Management Company or someone on the Association's Board of Directors prior to beginning any work.

X. UNIT TRANSFER FEES

X.1 Each time ownership of a unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the unit shall pay a unit transfer fee to the SUNSET HOMES ASSOCIATION, INC. in an amount equal to one month's installment for common expenses for such unit under the budget then in effect. Each transfer fee payment shall be deposited by the SUNSET HOMES ASSOCIATION, INC. into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

a) When the transfer is to a trust where the sole beneficiary is the donor or Owner;
b) When the transfer is solely between a husband and wife;
c) When the transfer is solely between a parent and his, her or their child; and
d) When the transfer is to or from the Association

VIII. ADDITIONAL RULES AND REGULATIONS

A. RENTING

A.1 In order to preserve the high standards of maintenance and care and the other benefits arising from Owner occupancy of units, including low turnover of occupants, no unit may be occupied by solely non-Owner occupants during the one year period immediately following a transfer of ownership of said unit.

A.2 The board of Directors shall, upon receipt of a written request, waive the

foregoing prohibition if the Board of Directors determine that the non-Owner occupancy is being sought by reason of a sufficiently significant unforeseeable event which occurred within the twelve month period, such as the death of an Owner of the unit. Any written request for a waiver shall be deemed denied if not granted in writing within thirty days after its receipt by the Board of Directors.

A.3 With respect to any new occupancy of a unit by solely non-Owner occupants, the Unit Owner completely relinquishes to the new occupants for the period of their occupancy the privileges which the Unit Owner would otherwise have a right to exercise with respect to all common areas and Unit-Adjacent areas, including parking areas.

A.4 It is the responsibility of the Unit Owner to provide a copy of the Rules and Regulations to the non-Owner occupant within 14 days of occupancy.

A.5 With respect to any such new occupancy of a unit by solely non-Owner occupants, the conduct of non-Owner occupants and their guests in accordance with the SUNSET HOMES ASSOCIATION, INC. Declaration, By-Laws and Rules and Regulations shall be the responsibility of the Unit Owner.

A.6 The Unit Owner shall be financially responsible for the payment of any costs and attorney fees incurred by the SUNSET HOMES ASSOCIATION, INC. in enforcing the provisions of the Association Declaration and By-Laws against any non-Owner occupants and their guests.

A.7 With respect to any new occupancy of a unit by solely non-Owner occupants, the Unit Owner must provide the SUNSET HOMES ASSOCIATION, INC. with the following information as it exists at all times during the occupancy:

a) The names of all persons having a right to occupy the Unit;
b) The license number of all motor vehicles used by the occupants;
c) The occupants phone number(s);
d) The Unit Owner's address and phone number.

A.8 With respect to any new occupancy of a unit by solely non-Owner occupants, the Unit Owner must pay to and maintain with the SUNSET HOMES ASSOCIATION, INC. a rental deposit account in an amount equal to $1,200.00 or as established from time to time by the Board of Directors. Said rental deposit account may be used by the Association to pay the following:

a) The cost to the Association, including reasonable attorney fees, to enforce provisions of the Declaration against the non-Owner occupants and their guests;

b) The cost of repair of any damages for which the Unit Owner is responsible;

c) Any delinquent charges for annual and special assessments, late fees, and/or costs of collection of same imposed pursuant to the SUNSET HOMES ASSOCIATION, INC. Declaration and By-Laws with respect to such unit;

d) In the event the rental deposit account, or any portion thereof, is used to pay any of the foregoing, the Unit Owner shall reimburse to the SUNSET HOMES ASSOCIATION, INC. the amount so paid; said reimbursement shall be made within ten calendar days following the Association's mailing to the Unit Owner a notice of the amount to be reimbursed.

e) In the event any solely non-Owner occupancy of a unit terminates, the rental deposit account balance with respect to said unit shall be refunded to the Unit Owner within twenty-one calendar days following the Association's receipt of written notification of such termination.

B. UNITS CURRENTLY RENTED

B.1 Notice of any transfer or lease shall be given to the Management Company within five (5) days following consummation of such transfer (lease). A copy of every such lease, as and when executed, shall be furnished to the Management Company. The lessee under every such lease shall be bound by and subject to all of the obligations under the Declaration, By-Laws and Rules and Regulations of the Unit Owner making such lease and the lease shall expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Every such lease shall also expressly provide that the Association may exercise against the lessee thereunder any and all remedies available to the Association against the Unit Owner. **The Unit Owner is responsible and liable for conduct and actions of his or her tenants.**

B.2 Prior to or within seven (7) days of occupancy of a unit, Unit Owners, residents and/or tenants must register their motor vehicles with the Management Company (a copy of which is attached hereto as Sunset Homes Condominium Vehicle Registration Form), obtain a copy of the Rules and Regulations and Enforcement Procedures and Complete resident Registration Form (a copy of which is attached hereto as Sunset Homes Association Vehicle Information Form).

B.3 For their own protection and the protection of their unit(s), Unit Owners should review their insurance coverage. Not all policies cover damage or injuries which might be caused by tenants. Unit Owners are advised to obtain damage and liability insurance for their unit(s) as the Association's master policy only covers common areas.

B.4 In order to protect their investments, Unit Owners should periodically check on the condition and maintenance of their unit(s). Damage to common areas or limited common areas traceable to specific tenants can become the liability of the Unit Owner.

C. ASSOCIATION FEES and ASSESSMENTS

C.1 Each Unit Owner is assessed a monthly association fee. The SUNSET HOMES ASSOCIATION, INC. depends on timely receipt of these fees to function properly. Late payments or non-payment of fees can be a serious problem for the Association.

C.2 All monthly association fees are due on the first of each month, unless there is something in writing from the Association setting a different due date. Any monthly association fee not paid within ten (10) days of the due date will be charged a $10 late fee.

C.3 Any monthly association fee and/or special assessment not paid when due shall be charged compound interest at the rate of 6% per annum and actual attorney fees.

C.4 To minimize cash flow problems and encourage compliance, liens may be filed against a unit when an association fee and/or special assessment is 30 days past due. In addition, the Unit Owner will be assessed $25 for administrative costs.

C.5 Special assessments are due and payable in the amount and at the time the special assessment is approved by the SUNSET HOMES ASSOCIATION, INC. membership. Special assessments are subject to the same fines and penalties as monthly association fees.

C.6 Unit Owners whose accounts become delinquent with respect to any fees and assessments will be responsible for attorney's fees which may be incurred in collection action.

IX. ENFORCEMENT, VIOLATION, PROCEDURE and ATTORNEY FEES

A. VIOLATIONS MAY BE REPORTED BY A UNIT OWNER, RESIDENT OR TENANT:

A.1 Tenants should contact their Unit Owner.

A.2 In an effort to resolve Unit Owner, resident and/or tenant conflicts, the Management Company should be called for condominium violations such

as excessive noise, parking problems, animal violations, etc.

A.3 The City of Waukesha Police Department, if the violation is an infraction of a City ordinance or any other law.

B. A VIOLATION REPORTED TO THE MANAGEMENT COMPANY (BY PHONE, EMAIL OR U.S. MAIL) MUST INCLUDE THE FOLLOWING:

B.1 Name of offender and address;

B.2 Violation observed and a brief description;

B.3 Time and place of occurrence or, if a continuing violation, the time or times of observance of the occurrence; and

B.4 Name, address and telephone number of the reporting Unit Owner, resident and/or tenant.

C. UPON RECEIPT OF A COMPLAINT, THE MANAGEMENT COMPANY SHALL ATTEMPT TO RESOLVE THE MATTER BY:

C.1 Sending a letter to the alleged violator; and/or

C.2 Obtaining voluntary correction of the violation; and/or

C.3 Any other solution to which the complainant, the alleged offender, the Board of Directors, and/or Management Company agree; and/or

C.4 Issuing a fine against the offender.

D. FINES

Each violation of the SUNSET HOMES ASSOCIATION, INC. Declaration, By-Laws or the Rules and Regulations by any Unit Owner, resident, tenant and/or guest, shall be punishable by all means set forth in the Association Declaration, By-Laws, or any law and/or by one or more of the following:

D.1 A Written Warning for a first violation of, or non-compliance with, a specific By-Law, rule, regulation, covenant, condition or restriction.

D.2 Fifty Dollar ($50.00) fine for a second violation of, or non-compliance with, a specific By-Law, rule, regulation, covenant, condition or restriction for which the Unit Owner, resident, and/or tenant received a written warning pursuant to paragraph D.1 immediately above.

D.3 One-Hundred ($100.00) fine for a third violation of, or non-compliance

with, a specific By-Law, rule, regulation, covenant, condition or restriction for which the Unit Owner, resident, and/or tenant received a written warning pursuant to paragraph D.1 immediately above and incurred the imposition of the fine prescribed in paragraph D.2 immediately above.

D.4 Five hundred Dollars ($500.00) for each successive violation of, or non-compliance with, a specific By-Law, rule, regulation, covenant, condition or restriction for which the Unit Owner, resident, and/or tenant received a written warning pursuant to paragraph D.1, incurred the imposition of the fine prescribed in paragraph D.2 immediately above and incurred the imposition of the fine prescribed in paragraph D.3 immediately above.

D.5 Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board

D.6 Fines not paid within thirty (30) days may be subject to collection procedures which could include placing a lien against a Unit Owner. The Unit Owner will also be assessed a $25 for administrative costs.

D.7 By the SUNSET HOMES ASSOCIATION, INC. removing or correcting the violation, the cost of which, including reasonable administrative costs and attorney fees, shall be borne by the Unit Owner.

D.8 In the case where a unit is occupied by a resident or tenant, the actual Unit Owner will receive the original violation and the resident or tenant will receive a copy.

D.9 For any amounts not paid to the SUNSET HOMES ASSOCIATION, INC. when due, compound interest at the rate of 10% per annum (compounded monthly) shall be added to the outstanding balance. For any amounts not paid when due, the Unit Owner shall pay all costs of collection, including actual attorney fees.

D.10 If a fine is issued, the alleged offender shall have 7 days to contest the fine by demanding a hearing. Administrative Policy regarding "Enforcement Provisions" of Article XV of the By-Laws: **Under procedures outlined in Article XV of the By-Laws, an independent arbitrator can be appointed by the Board of Directors to settle disputes arising from enforcement of Rules and Regulations. See Bylaws Article XV for further information.**

a) In addition to the provisions of Section IX of these Rules and Regulations (ENFORCEMENT, VIOLATION, PROCEDURE AND ATTORNEY FEES), items D.1 through D.6, the remedy provisions of SUNSET HOMES ASSOCIATION, INC. By-Law, Article XV, shall remain available to the association.

b) A variance of any rule or regulation or special dispensation due to special or extraordinary circumstances may be granted by the Board of Directors upon written request by a Unit Owner. A majority vote of the Board will be required to grant such a variance or special dispensation, in writing. Any variance or special dispensation granted by the Board shall be subject to revocation by a majority vote of all members of the SUNSET HOMES ASSOCIATION, INC.

c) All provisions of the Declarations and By-Laws shall remain unchanged. If there is any conflict between any provision of the Declaration and any provision of the Rules and Regulations, the provision of the Declaration shall control. If there is any conflict between any provision of the By-Laws and any provision of the Rules and Regulations, the provision of the By-Laws shall control.

E. INTEREST AFFECTED

Unit Owners shall be responsible for all actions of their residents and tenants, and their residents and tenants guests. In the case of the alleged offender being a resident or tenant, a copy of all notices shall be mailed by certified mail to the Owner of the unit affected; and the Unit Owner shall be entitled to attend the hearing, and present evidence as prescribed above.

F. REMEDIES NON-EXCLUSIVE

F.1 The provisions of these Rules and Regulations shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Declaration and the laws of the State of Wisconsin.

F.2 In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against a Unit Owner or defend any claim or allegation by a Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

SUNSET HOMES CONDOMINIUM ASSOCIATION

Confirmation of Receipt of the
Rules and Regulations
(Owner of Unit)

I, _____ have received a copy of the Sunset Homes Condominium Association's Rules and Regulations Document.

Unit Owner Name (please print):

_____

Building and Unit Number: _____

_____ _____
Owner's Signature Date Signed

Submit Signed Copy to:
Prospect Management
224 N 76th Street
Milwaukee, WI 53213

(Form can also be given to a Sunset Homes Condominium Association Board Member)

SUNSET HOMES CONDOMINIUM ASSOCIATION

Confirmation of Receipt of the
Rules and Regulations
(Renters)

I, _____ have received a copy of the Sunset Homes Condominium Association's Rules and Regulations Document.

Unit Renter Name (please print):

_____

Building and Unit Number: _____

_____ _____
Renter's Signature Date Signed

Submit Signed Copy to:
Prospect Management
224 N 76th Street
Milwaukee, WI 53213

(Form can also be given to a Sunset Homes Condominium Association Board Member)