Maple Leaf 20 Condominium Association Inc.
Rules & Regulations

Adopted By the Board of Directors
Effective – September 12, 2023

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INTRODUCTION AND DEFINITIONS

Association living requires the full cooperation of all residents. It is important that each owner and resident familiarize themselves with these rules and all other governing documents to ensure that all residents may enjoy the community.

The fundamental purpose of the association rules and regulations is to provide a basis for protecting owners' equity, maximizing enjoyment, ensuring the continued aesthetic beauty of the community and providing the framework within which people can live in harmony.

These rules are intended as a supplement to the Declaration and Bylaws, not a replacement. Owners are responsible for the conduct of their guests, residents, and tenants and for making them aware of the restrictions of the governing documents.

Questions regarding the content of these Rules and Regulations should be directed to our property manager, Christy True at Hunt Management.

"Association" shall mean and refer to Maple Leaf 20 Condominium Association, Inc a corporation formed under the nonstock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.

(**For the purpose of these rules, "Board"** shall mean the board of directors elected by Association members. As appropriate, the board may delegate the review and determination of violations and/or member requests to the property manager for the Association or members of an advisory committee, as appropriate. All communications from members to the Board must be submitted to the property manager to be documented.)

"Common Elements" shall mean and refer to all areas other than the Units and the Limited Common Elements, all as more particularly described in the Declaration.

"**Limited Common Elements"** shall mean those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the Unit Owners, including patios, balconies, walkways, and the aprons of garages.

"OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Unit" shall mean the property subject to the Declaration, consisting of two (2) cubicles of air, one (1) located in the Building (as defined in the Declaration) and one (1) located in the garage (as defined in the Declaration), at one or more levels of space or one or more rooms or enclosed spaces located in one or more floors (or parts thereof) in a Building and bounded along such boundaries as described in the Declaration.

(The following are the boundaries of that portion of the Unit located within the Building and that portion of the Unit located within the garage. The vertical boundaries of each Unit shall be the center line of interior walls bounding a Unit and interior of the outside walls bounding a Unit, the lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper boundary shall be the plane of the under surface of the ceiling of the highest level of the Unit. All windows, window frames, and doors, including all glass in all windows and doors, shall be considered a part of the Unit. All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit.)

1. GOVERNING DOCUMENTS. All owners, residents, family members, and visitors shall comply with all governing documents of the Maple Leaf 20 Condominium Association, Inc. Owners are responsible for the actions of their residents, family members and visitors.

1.1. Conflict Between Documents. In case there is any conflict between the provisions of Wisconsin Statute or of the documents listed below, or between the various documents listed below, the Statutes or the document, as the case may be, shall control in the following order:

1.1.1. Wisconsin Statutes, Chapter 703, Condominiums, and Chapter 181, Nonstock Corporations

1.1.2. The Declaration

1.1.3. The Plat of the Building Condominium

1.1.4. The Articles of the Association

1.1.5. The Bylaws of the Association

1.1.6. These Rules and Regulations

The City of Greenfield Municipal Code of Ordinances applies to all Maple Leaf 20 owners, residents, and visitors. Violations of code may be reported to the Greenfield Police Department Nonemergency Line: 414-761-5300. https://library.municode.com/wi/greenfield/codes/code_of_ordinances?nodeId=MUCOGRWI

2. VIOLATIONS

2.1. Enforcement Procedures.

2.1.1. Inquiry Letter. After receiving a written complaint without photos or otherwise identifying a potential violation, but no proof, the Board shall send an inquiry letter or email to the potential violator.

2.1.2. Notification Letter. After determining that there is a violation of the Declaration or the Rules and Regulations adopted hereunder, the Board shall notify the owner or resident in writing of the violation of the rule or regulation and the proposed remedy.

2.1.3. Request for Informal Hearing. Any owner or resident who receives such notice may, within ten (10) working days after receipt of such notice, submit a request to the Board for an informal hearing before the Board or grievance committee, if one is in effect.

2.1.4. Informal Hearing. The informal hearing shall be held at an executive session of the Board: 1) within ten (10) working days after receipt of the demand; 2) at a time convenient to both parties or; 3) after the next regularly scheduled Board meeting if an informal hearing is requested and the owner or resident has properly notified the Board. The Board will take no action until the informal hearing has been held and notice of the final decision of the Board has been delivered to the owner or resident. The decision of the Board will be rendered within three (3) working days after the informal hearing. It should be noted that such a decision would be final and binding on both parties.

2.1.5. Acknowledgement of Violation. Should no request for an informal hearing be received by the Board within ten (10) working days after the owner or resident is notified of the violation, the owner or resident acknowledges that the violation is accurate and that the requested remedy will be complied with per the written notice.

2.2. **Penalties for Violations.**

2.2.1. Violation Assessment. At the direction of the Board, an assessment may be levied for violations of provisions of the Declaration, Bylaws, or Rules & Regulations of the Association. Unless a separate violation assessment is specified, within these Rules and Regulations, violation assessments shall be based on the following schedule: $50.00 for the first violation, $75.00 for a second violation, $100.00 for a third violation and $125 for all violations beyond the third. Ongoing violations may be charged daily.

2.2.2. Treatment of Multiple Violations. Each type of violation may be treated independently or in composite, should there be multiple violations, at the discretion of the Board.

2.2.3. Incurred Expenses. Furthermore, any expenses, including attorney's fees and costs, incurred by the Association, the Board, or the Management Company in connection with the enforcement of the Maple Leaf 20 Condominium Owners' Association by-laws, Declaration of Condominium Association, or any other established rules and regulations adopted by the Board shall be charged to the offending owner or resident.

2.2.4. Legal Action. In addition to violation assessments, the Association may take legal action against any person who violates any by-law, declaration, or rule and regulation.

3. **ASSOCIATION ADMINISTRATION.** The rules in this section are intended to assist in the administration of the Association for the benefit of the community.

3.1. Secret Ballot. Election of the Board shall be conducted by secret ballot, whether by written ballot, proxy, or secure electronic voting.

3.2. Board Meetings. The Board shall hold at least one meeting per month.

3.2.1. Agenda. The agenda for a monthly board meeting shall be available to Association members prior to the meeting.

3.2.2. Public Comment. Up to 30 minutes shall be available prior to the start of the monthly board meeting for Association members to comment on agenda items. If time allows, comments on additional topics may be heard.

3.2.3. Minutes. The minutes of a monthly board meeting shall be available to Association members prior to the next monthly board meeting.

3.2.4 Motions. A motion by a board director does not require a second.

3.2.5. Approving Minutes. A vote is not required to approve minutes. Minutes stand approved when no correction is offered.

3.2.6. Additional Meetings. The Board may hold additional meetings, whether in person, electronically, or in writing.

3.2.7. Property Manager. At their discretion, the Board may include the property manager in meetings.

3.3. Advisory Committees. Three advisory committees consisting of owners and residents with applicable knowledge and skills shall support the Board in their duties. Each advisory committee shall have a chairperson, a scope of work approved by the board, and shall work under the guidance of the Advisory Committee Coordinator, who is the board-appointed liaison between the board and the committees. Advisory committee members shall sign a Volunteer Release and Waiver of Liability Form that shall be maintained by the Association.

3.3.1. Building and Grounds Advisory Committee

3.3.2. Finance Advisory Committee

3.3.3. Welcome Committee

3.4. Registration Requirement. Wisconsin Statutes, Chapter 703, require the association to maintain a current roster of names and addresses of every unit owner to which notice of meetings of the association shall be sent.

3.4.1. Initial Notification. As required under the bylaws, within five (5) days after a sale, transfer or conveyance (by land contract, mortgage or otherwise) or any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's or mortgagee's name and mailing address; and (d) the name and address of the designee of such purchaser; if any.

3.4.2. Annual Owner Registration. Every owner shall furnish the association the following information and update the information each year during the month of January: Full name of owner(s) and each resident, unit address, mailing address of owner, an email address and telephone number for receiving Association communications, emergency contact and phone number, keyholder (if any) and phone number.

3.4.2.1. Relationship of Non-owner Residents. If the owner does not occupy the unit, the owner must submit the names and relationships of all residents.

3.4.2.2. Requirement to Respond. Within twenty-one (21) days after the date the Association mails or emails an inquiry to an owner regarding the occupancy of a unit, the owner shall respond to the inquiry.

3.4.2.3. Follow Leasing Requirements. If a resident is renting/leasing the unit, all requirements for Leasing of Condominium Unit shall be followed.

3.4.3 Voting Restrictions. No owner may vote at meetings of the association until they have furnished their name and current address to the Association.

3.5. Resident Absence. If a resident intends to leave their unit for more than one (1) month, the owner shall notify the Association and provide a telephone number where the owner, or the owner's representative, can be reached and, if so desired, a forwarding address for association correspondence.

4. ASSOCIATION FUNDING. The Board shall from time to time, and at least annually, prepare a budget and fix the annual assessment.

4.1. Owner Assessments. Each owner shall pay to the Association any and all assessments levied against the owner for annual assessments, special assessments for capital improvements, violation assessments, capital contribution assessments, or assessments for any other purpose allowed by the declaration, bylaws, or rules and regulations.

4.2. Use of Funds. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the members and for the improvement and maintenance of the common elements and limited common elements, and such emergency repairs as the Association may deem necessary.

4.3. Delinquent Assessments. In accordance with the declaration and bylaws, any assessment not paid when due is delinquent. In order for the Association to pay its bills in a timely manner, it is vital that all assessments be paid when due.

4.3.1. Late Fee. If not paid within ten (10) days after the due date, the assessment shall bear a late fee of $25 for the first month or fraction of a month that an assessment is delinquent, and $50 each month or fraction of a month an assessment is delinquent after the first month.

4.3.2. Lien/Foreclosure. The Association may bring an action at law against the owner or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action, whether or not suit is commenced, shall be added to the amount of such assessment.

4.4. Operating Account. Funds collected from owners shall be placed in an operating fund to pay for common expenses. The Board annually shall adopt and distribute to all owners an annual budget showing all anticipated common expenses, including the amount allocated to the reserve account.

4.5. Reserve Account. Funds designated in the budget for the reserve account shall be transferred to the reserve account monthly.

4.5.1. Use of Reserve Funds. Funds in the reserve account may be used for the repair and replacement of common elements, other than routine maintenance.

4.5.2. Reserve Funds Used for Operating Expenses. Funds in the reserve account may be used for normal repair or maintenance, customary services, or other operating expenses that are in excess of amounts budgeted with the written consent of at least two-thirds (2/3) of unit votes. Funds used under this paragraph must be replaced within 3 years from the date of withdrawal.

4.6. Capital Contribution Assessment. A person purchasing a unit within the Maple Leaf 20 Condominium Association, Inc., shall at closing pay a special capital contribution assessment for deposit in the reserve account. Such contribution shall be equal to one-sixth (1/6) of the annual assessment, or two (2) times the monthly assessment, that is in effect on the day of closing. The capital contribution assessment does not go toward the buyer's first two months of association fees. The buyer will owe regular association assessment fees beginning the 1st of the month following their closing.

4.7. Special Assessment Against a Particular Unit. In accordance with section 8.5. of the Declaration, "Special Assessment Against a Particular Unit", in the event the Association expends Association funds for repairs or other work that the Board later determines was the responsibility of the owner, the Association shall charge the owner a special assessment to reimburse the Association.

4.8. Insurance Deductible. 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 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. owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

5. LEASE OF CONDOMINIUM UNITS

Pertaining to Sections 5.2.1 and 5.2.3 of the Declaration, and Section 12.2. of the Bylaws, all Units are subject to the following leasing restrictions.

5.1. Leasing Restrictions.

5.1.1. Limit on Units Leased. Only ten (10) Units shall be allowed to lease at any given time (the "Leasing Limit").

5.1.2. Owner Occupancy Requirement. An owner of a unit must occupy the unit for at least one (1) year before the unit is eligible for leasing, and if not leased as allowed in this section, the unit must be owner occupied (the "Owner Occupancy Requirement").

5.1.3. Comparable Compliance. For purposes of this section, the Owner Occupancy Requirement will be met if the occupants are the owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a trust. The Board is entitled to receive evidence showing the purported relationship or ownership interest in the unit.

5.1.4. Grandfathered Units. An exception to the Leasing Limit is granted to the units being rented at the time of adoption of these rules (the "Grandfathered Units"). When any of the Grandfathered Units are sold, conveyed, or title otherwise transferred following the adoption of these rules and regulations, upon such sale, conveyance, or transfer, that unit will no longer be "grandfathered," and will be subject to the Leasing Limits and Owner Occupancy Requirement. Further, once a unit is no longer grandfathered, it will not be eligible again for leasing until a place becomes available within the Leasing Limit. In no event will the Leasing Limit or the Owner Occupancy Requirement apply to mortgagees of the unit, or the Association, where the unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure. The Board has discretion as to the administration of the Leasing Limit and may pass additional Rules and Regulations to assist with the administration and enforcement of the leasing rules contained in the Declaration, the Bylaws, and the Rules and Regulations.

5.2. Special Hardship Exception. The Board shall have the authority to waive the requirements of these sections and allow a unit to be leased upon request of an owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units.

5.2.1. Approval Required. If any owner shall desire to lease to, or cause a unit to be occupied by, a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board.

5.2.2. Written Request. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the owner of the time and place of the meeting and giving the owner an opportunity to attend.

5.2.3. Board Decision. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties.

5.2.4. Maximum Length. The maximum length of any hardship exception is one (1) year.

5.3. Leasing Rules/Restrictions. For any lease, permitted or otherwise, the owner must first obtain approval from the Board and comply with all of the following:

5.3.1. Request for Approval. When requesting approval to lease a unit, the owner shall submit all of the following to the Board: copy of the lease, and current, accurate names and contact information of all adult occupants.

5.3.2. Board Response. The Board shall respond to the request within ten (10) days.

5.3.3. Deposit Requirement. Upon approval of a request to lease, the owner must pay to, and maintain with the Association, a rental deposit account in an amount equal to ten times the monthly assessment for common charges for said unit as established from time to time by the Board. Said rental deposit account may be used by the Association to pay the following.

5.3.3.1. Costs to Association. The cost to the Association, including reasonable Attorney fees, to enforce the provisions of the Declaration, Bylaws, and Rules and Regulations against the nonowner occupants and their guests.

5.3.3.2. Costs to Repair Damage. The cost of repair of any damages for which the owner is responsible.

5.3.3.3. Delinquent Charges. Any delinquent charges for annual and special assessments, late fees, and/or cost of collection of same imposed pursuant to the Declaration and By-Laws with respect to such unit.

5.3.4. Reimbursement Required. In the event that the rental deposit account, or any portion thereof, is used to pay any of the costs described above, the owner shall reimburse to the Association the amount paid. Said reimbursement shall be made within ten (10) calendar days following the Association's mailing to the owner a notice of the amount to be reimbursed. 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 owner within twenty-one (21) calendar days following the Association's receipt of written notification of such termination.

5.3.5. Lease Cannot be modified/No Sublet. Any lease shall provide that it may not be modified, amended, extended or assigned, and that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board.

5.3.6. Length of Lease. The term of any such lease shall not be less than twelve (12) months. Rentals through similar services such as AirBnB and VRBO are expressly prohibited. Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

5.3.7. Tenant Required to Comply. The lease contains a statement obligating all tenants to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same.

5.3.8. Enforcement by Association. Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

5.3.9. Withholding Approval. The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the By-laws, and the Rules and Regulations; and the past use by tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

5.4. Leasing Violation Assessment. An assessment of $500 may be levied for each month or portion of a month that the Board determines a unit was leased without approval from the Board.

5.5. Owner Responsibilities. With respect to any new occupancy of units, the unit owner completely relinquishes to the new occupants for the period of their occupancy the privileges which unit ownership would otherwise have a right to exercise with respect to all common areas, limited common areas and

parking areas. With respect to any new occupancy of a unit by non-owner occupants, the conduct of non-owner occupants and their guests in accordance with the Declaration and Bylaws shall be the responsibility of the unit owner: furthermore, the unit owner shall be financially responsible for the payment of any costs and attorney fees incurred by the Association in enforcing the provisions of the Declaration and By-Laws against any non-owner Occupants and their guests.

6. GENERAL RULES OF CONDUCT.

6.1. Code of Conduct. No noxious, destructive, or offensive activity shall be carried out in any unit or in the common elements, nor shall anything be done which may be or may become an annoyance or nuisance to any other owner or to any other person lawfully occupying the unit.

6.2. Private Residential Dwelling Only. In accordance with the Declaration, Units shall be occupied and used only for private residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within said Units.

6.3. No Harm to Insurance. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the common elements. No owner shall permit anything to be done or kept in their unit or any part of the common elements which will result in the cancellation of insurance on any other unit or any part of the common elements, or which would be a violation of any law or ordinance. In order to cover increased insurance costs, the Board may levy a special violation assessment against a person the Board finds violated this rule.

6.4. Prohibited Sales. Rummage, garage, and estate sales are prohibited in order to preserve the relative privacy and security of the circle.

6.5. Public Peace and Good Order. All owners, residents, and visitors shall comply with the City Greenfield Code of Ordinances City of Greenfield Code of Ordinances Chapter 10 - PUBLIC PEACE AND GOOD ORDER. Persons wanting to report violations should call the City of Greenfield Police non-emergency line at 414-761-5300.

6.6. Noise. All owners, residents, and visitors shall comply with the City Greenfield Code of Ordinances 10.08 – Noise (Attachment A), including the following: "No person shall make, continue or cause to be made any loud, disturbing or unnecessary sounds or noises such as may tend to annoy or disturb a person of ordinary sensibilities in or about any public street, alley or any private residence."

> **6.6.1. Quiet Hours.** Between the hours of 10 p.m. through 7 a.m., every effort should be made to reduce noise levels so as not to disturb other residents' rest. Pet owners are expected to be aware that noise created by running pets can be disturbing and pets should be controlled accordingly.

6.7. Domestic Animals All owners, residents, and visitors shall comply with the City of Greenfield Code of Ordinances 12.11 Animal Health. (Attachment B) Persons wanting to report violations should call the City of Greenfield Police non-emergency line at 414-761-5300, the Public Health Department, or MADACC. In addition to the Animal Health code, the following rules apply:

> **6.7.1. Permitted Animals.** An owner or resident may only keep, shelter or possess not more than 2 dogs or 2 cats, or any combination thereof, provided that no dog has been declared dangerous or vicious.
>
> **6.7.2. Restraint Required.** No person shall allow an animal, either intentionally or unintentionally, to be on a common element or limited common element without being under the control of a person and appropriately leashed or restrained.
>
> **6.7.3. Requirements When Walking Animals.** When walking an animal, the walker shall remain on the city sidewalk and keep the animal within fifteen (15) feet of the sidewalk. In compliance with the Greenfield Code of Ordinances, when approached by another pedestrian, a dog leash shall be not

more than six (6) feet in length in order to safely manage the dog and prevent it from annoying or worrying pedestrians.

6.7.4. Owner Liability. Each person bringing or keeping an animal within the Association shall be absolutely liable to other owners, residents, and visitors for any damage to persons or property caused by the animal. This includes damage to lawns caused by digging and pet elimination. The Association recommends that persons owning an animal check with their insurance carrier to ensure that they have liability coverage for damage done by their animal.

6.7.4.1. Reimburse Association. Each owner or resident shall immediately reimburse the Association for any expenditure incurred in repairing or replacing any part of the common or limited common areas in any manner damaged by the pets.

6.7.5. Animal Waste.

6.7.5.1. Requirement. Owners are required to clean up their animal's waste from all common elements.

6.7.5.2. Prohibition. No person shall place any sort of animal pee pad or litterbox on the balconies, patios, or other common element or limited common element.

6.8. Wildlife. Other than a well-maintained nectar feeder for hummingbirds, the feeding of wildlife, including birds, ducks, and geese anywhere on the Association's property is prohibited.

7. CONDOMINIUM BUILDINGS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS RULES.

Note: The owner of a unit is responsible for the maintenance of the unit. The unit includes all windows, window frames, and doors, including all glass in all windows and doors and all installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to the unit. The Association grounds and any part of a building that is not part of an owner's unit is a common element that the Association is responsible for maintaining.

7.1. Permission Required. An owner of a unit shall in no case replace, paint, decorate or make any addition, change, or alteration, to any portion of a common element, limited common area, or to the exterior of an Association building, including an owner's windows and doors, without the prior written consent of the Board.

7.1.1. Written Request Required. All such additions, changes or alterations must be presented in writing to the Board for approval, accompanied by a lien waiver and certificate of insurance that shows liability and workers compensation coverage for each contractor, a signed Owner Responsibility/Hold Harmless Agreement, and written plans, drawings and specifications when requested.

7.1.2. Indemnification Required. The Board shall approve such requests only if the Association is protected against or indemnified as to construction liens and any claims arising from such work.

7.1.3. Removal of Unpermitted. Any owner who causes or allows any improvements to be constructed, installed, placed, or altered on common area, limited common area, or building exterior prior to the approval of the Board may be required to remove such improvements in its entirety at the owner's expense.

7.2. Owner Responsible for Damage. An owner is responsible for and shall immediately reimburse the Association for, any expenditures incurred in repairing or replacing any part of a common element or limited common element damaged by the owner, a resident of the owner's unit, or a person visiting the owner or resident, even if the damage occurs from a permitted activity.

7.3. Unit Access. After reasonable notice from the Association, residents of a unit shall allow timely access inside their unit for the purpose of inspecting, maintaining, repairing, or replacing any common element or element that might affect other units and that is only accessible via entry inside the unit, such as fire alarms, sprinkler systems, sump pumps, and radon mitigation systems. In addition, residents shall permit timely access to respond to events that affect or may affect other units in the building. Examples include, but are not limited to, water leaks, electrical issues, foundation issues or building alterations inside the unit that may affect other units.

7.4. Allowed Installations. Owners may install the following items in their limited common areas even if it involves minor penetration of exterior wood trim or a wooden structure. No item may be installed that involves penetrating siding, soffits, brick, concrete, or asphalt.

7.4.1. Balcony Screening. Screening or netting for the protection of small children or pets may be affixed on balconies.

7.4.2. Security Devices. Security devices, such as Ring doorbells, are allowed to be mounted outside an owner's unit for security purposes.

7.4.3. Holiday Lights. Holiday lights are permitted on the balcony but must be removed by January 31st of the New Year. Decorations for other holidays (such Halloween and Thanksgiving) are permitted but may not be displayed more than one week before the event and must be removed by at least one week after the event.

7.5. Satellite Dish Restrictions. Installing a satellite dish is prohibited without prior notice to the Board. The following guidelines were developed to address an owner's or resident's notice that a satellite dish will be installed and to establish what is required of the owner or resident.

7.5.1. Written Notice. All satellite dish notifications must be made in writing to the Board through the Management Company prior to the dish being installed.

7.5.2. Diagram and Specifications. All notifications must include a diagram of where the dish will be placed and specifications on how it will be installed.

7.5.3. Certificate of Insurance. All installers must provide a certificate of insurance to the Association.

7.5.4. Removal. 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. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.

7.5.5. Prohibited Installations. Satellite dishes may be installed within the unit's limited common area but may not be installed on the roof or any siding on the building or exterior of the balcony. Violation of this process will result in a $300.00 assessment. In addition, the owner will be required to remove the satellite dish and to repair, to the satisfaction of the Board, any damage to the building.

7.5.6. Wiring. Installation of wiring feeds may not exceed the height of two feet when penetrating through the building exterior. Any wiring running on the exterior of the building may not exceed 15 feet in length.

7.6. Exterior Lights.

7.6.1. Building Lights. Hanging objects on an exterior building light is prohibited with the exception of light weight holiday decorations.

7.6.2. Streetlights. Hanging and/or mounting objects on any streetlight poles is prohibited.

7.7. Garage Doors. Garage doors shall be kept closed as much as possible.

7.8. Sign Restrictions. Displaying of signs, posters, banners, flags, or advertising materials is prohibited, except that a sign, poster, banner, or flag that does not exceed 18-inches by 24-inches may be displayed as follows:

7.8.1. Open House. During the time of an "open house", a temporary display relating to the open house of a unit that is for sale. Any "Open for Inspection" signs and flags must be removed as soon as the "Open House" has concluded. The open house period may not exceed 12 hours in a 48-hour period.

7.8.2. For Sale. A "For Sale" sign on the common elements to facilitate the sale of the Unit. The sign shall be promptly removed following the sale of the unit and the ground upon which the sign is placed shall be repaired to its original state once the sale has been completed.

7.8.3. Political. A sign that supports or opposes a candidate for public office or a referendum question that is displayed in a person's own unit, as dictated by Wisconsin Statutes, Section 703.105(1m). Such sign may be posted from 30 days before until 10 days after the applicable election.

7.8.4. Flag. An owner may respectfully display the United States flag on an owner's assigned limited common element.

7.9. Personal Property on Common Elements. An owner or resident may place appropriate personal property on their limited common area, but personal property may not be placed on common elements without permission from the Board.

7.9.1. Prohibited on Balcony. Airing or drying of laundry, carpeting, rugs, or clothing on balcony railings is prohibited.

7.10. Fire Safety. The City of Greenfield has adopted NFPA 1, The Uniform Fire Code 2003 edition. All Maple Leaf 20 owners, residents, and visitors shall comply with City of Greenfield Code of Ordinances 18.15 - Miscellaneous use provisions. (Attachment C).

7.10.1. Grill Restrictions. No hibachi, gas-fired grills, charcoal grill or similar device used for cooking, heating, or any other purpose shall be used or kindled on any balcony or under any overhanging portion of a building.

7.10.2. Permitted Grilling. Grilling on ground level is permitted provided that the grill is at least 10 feet away from any structure. UL-listed electric grills that are appropriate for outdoor use may be stored and used on balconies. Smoke must not be a nuisance to neighbors or public roadways.

7.10.3. Storage Restrictions.

7.10.3.1. Propane and Lighter Fluid. Limited storage of propane and charcoal lighter fluid is permissible in garages. One propane tank no larger than 20 pounds and one spare tank are allowed. A single container and one spare container of lighter fluid are allowed.

7.10.3.2. Grills. Regardless of type or size, no barbecue, gas, charcoal grill, or any other burning receptacle shall be stored or used on balconies.

7.10.4. Gas Line Restriction. Modifying the building gas distribution system to connect a grill to the gas line is prohibited.

7.11. Trash and Recycling. The Association has a contract with John's Disposal Service, Inc. to pick up solid waste and recyclables from each unit once a week.

7.11.1. Recycling Bin. John's provides a blue recycling bin for each unit. Mixed recycling, including glass, metal cans, plastic containers, aluminum, newspapers, mixed paper magazines, and phone books, shall be placed in the blue recycling bin. Cardboard boxes may be recycled but must be flattened. Plastic bags are not permitted in recycling.

7.11.2. Trash Bin. Each unit shall place their solid waste in plastic bags inside an appropriate trash bin with a secure cover.

7.11.3. Putting Out Bins. Trash and recycling containers are to be kept in the garage other than for collection day. Put trash and recycling bins out between 6 p.m. on Sunday and 6 a.m. for Monday pick up. When Monday is a holiday, pickup will be the following day. If you have additional trash in bags, they may not be put out until 6 a.m. on collection day. Bins shall be stored in the garage at all other times.

7.11.4. Placement of Bins. To facilitate pickup, place your bins between your garage door and your neighbor's garage door. After picking up, the collector will place the bins in this location with the trash bin next to the building and the blue bin in front of the trash bin to signify collection.

7.11.5. Prohibited Items. Earth, rock, concrete, loose construction and demolition materials, trees or parts thereof, yard waste such as grass clippings, leaves, garden debris, brush, and hazardous, toxic or infectious materials.

7.11.6. Bulk Item Collection. Each unit will receive one bulk item collection per month if the resident calls John's in advance to arrange collection.

7.12. Landscaping Restrictions. Removing or altering any planted flowers, shrubs, bushes, or trees is prohibited without written permission from the Board or its designated committee.

7.12.1. Containers Allowed. Owners or residents may put containerized flowers and plants on their limited common elements so long as such plants do not obstruct the view or passage of any other owner and are not hanging over a sidewalk.

7.12.1.1. Appropriate Containers. The pots shall be designed to prevent water leakage or shall sit in a water retention saucer. Planters hung on the balcony railing shall be in containers specifically manufactured for that purpose and must not pose any safety hazard.

7.12.1.2. Seasonal Removal. All plant containers shall be removed when the plants have died, but no later than December 1st.

7.12.2. Planting by Permission. An owner or resident may request permission to plant and/or maintain flowers or shrubs in mulched areas. The plants must be listed in the request.

7.12.2. Association Not Liable. The Association is not liable for any damage to plantings purchased by an owner or resident.

7.13. Parking And Traffic.

7.13.1. Public Street. Maple Leaf Circle is a public street that is regulated by the City of Greenfield Traffic Code.

7.13.2. Parking on Limited Common Element. Motor vehicles should be parked within the garages at all times, but owners, residents and their guests may park on the apron (limited common area) in front of the owner's garage.

7.13.2.1. Requirement to Move Vehicles. Persons parking on the apron shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles to permit the parking areas to be repaired, resurfaced, repainted, striped, or to permit

cleaning or removal of snow, or for similar purposes. Residents violating this restriction may be fined and assessed for any additional fees charged by contractors.

7.13.2.4. Temporary Parking/Stopping. A mobile home, camper trailer, or semi-trailer/cab may park on a limited common element apron only while loading and unloading and a service-related vehicle may only park on a limited common element while providing services to that resident.

7.13.3. Garage Storage. Licensed boats, boat trailers, campers, snowmobiles, ATV's and trucks may be stored in a garage provided that they are not forcing a motor vehicle to be parked outside.

7.13.4. Prohibited Common Element Parking. Parking or storing a motor vehicle, boat, boat trailer, camper, snowmobile, ATV or any other personal property is prohibited on all common element driveways, because they are designated fire lanes that must be kept open to ensure there is always adequate room for fire trucks and other emergency vehicles.

7.13.5. Prohibited Vehicles. Junked, inoperative or unlicensed vehicles are prohibited on the common element parking areas or owner garages. Upon request, a copy of the vehicle's registration and license plate information must be provided to the Board or the Management Company.

7.13.5. Exceptions. The Board may grant a case-by-case exception of the parking and traffic rules and regulations at its discretion.

Maple Leaf 20 Condominium Association Inc.
Rules & Regulations

Adopted By the Board of Directors
Effective – September 12, 2023

Attachment A

City Greenfield Code of Ordinances

10.08 – Noise

10.08 - Noise. (Rep. & recr. #2130)

(1) *General.* (Am. #2636) No person shall make, continue or cause to be made any loud, disturbing or unnecessary sounds or noises such as may tend to annoy or disturb a person of ordinary sensibilities in or about any public street, alley or any private residence.

(2) *Schools, courts, churches, hospitals.* The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while in use or adjacent to any hospital or on these listed properties, which unreasonably interferes with the normal operation of that institution or which disturbs or unduly annoys patients in the hospital, provided that conspicuous signs are displayed on those streets indicating a school, hospital or court is in the immediate area, is prohibited.

(3) *Exemptions.* The provisions of subsections (1) and (2) shall not apply to:

(a) Any vehicle of the City, County or State, or equipment contracted for work on behalf of the City, County or State while engaged in necessary public business for the public welfare where it is impossible to perform such work between the hours of 7:00 a.m. and 10:00 p.m.

(b) Operation of emergency equipment. Emergency equipment shall include ambulance, police, fire, snow removal, civil defense, disaster, etc., necessary for the health, safety and protection of the citizens of the City.

(c) Snowblowers, snow plows and other snow removal equipment.

(4) Wisconsin Statutes § 346.94(1) as amended, and §§ 66.948, 346.94(16)(b)7., 346.95(5e), 346.95(5g) and 349.135 as created by 1995 Wisconsin Act 373 are adopted by the City in their entirety. These statutes related to the improper use of radios, electric sound amplification devices and other sound producing devices, the imposition of vehicle owner liability for improper use of a radio or other electronic sound amplification device and providing a penalty.

Maple Leaf 20 Condominium Association Inc.
Rules & Regulations

Adopted By the Board of Directors
Effective – September 12, 2023

Attachment B

City Greenfield Code of Ordinances

12.11 Animal Health.

12.11 - Animal health.

(1) *Permitted animals.*

(a) No animal that is not a domesticated animal may be kept or brought into the City, except as provided elsewhere in this chapter.

(b) No person shall keep, harbor, shelter or possess at any time more than 2 dogs or cats, or any combination thereof, which are over the age of 3 months, unless a person holds a valid animal fancier permit, kennel permit, pet shop permit or grooming establishment permit.

(c) The keeping, harboring, sheltering or possessing at any time more than 2 dogs or cats, or any combination thereof, which are under the age of 3 months shall be prohibited unless a person holds a valid animal fancier permit, kennel permit, pet shop permit or grooming permit. An exemption to the requirement of obtaining a permit herein exists if the dogs or cats were born on the premises in which the owner resides. (Cr. #2776)

(2) *Restraint of animals.* (Rep. &recr. #2927)

(a) An owner may not leave a dog unattended by use of a restraint:

1. On public property or on public streets;
2. Outdoors in the case of extreme weather conditions, including conditions in which:
    a) The actual or effective outdoor temperature is below 32 degrees Fahrenheit;
    b) The actual or effective outdoor temperature is above 85 degrees Fahrenheit; or,
    c) A heat or wind chill advisory has been issued for the jurisdiction by the National Weather Service.
3. By use of a collar that is pinch-type, prong-type, or choke-type or that is not properly fitted to the dog;
4. Is a length shorter than the greater of:
    a) Five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail; or
    b) 10 feet;
5. Not designed for dogs. Logging chains, tow chains or other lines or devices not intended for the purpose of restraining dogs may be used. No chain or tether shall weigh more than one-eighth of the dog's body weight.
6. Free from entanglement to allow free movement of the full length of tether;
7. Is in an unsafe condition; or
8. Causes injury to the dog.

(b)

Restraint required. No person owning or having charge, care, custody or control of any animal shall, either intentionally or unintentionally, cause, permit or allow the same to be on or run at large.

(c) Restraints shall be placed or attached in a manner that they not be entangled with another animal or object and shall be sufficient length in proportion to the size of the animal to allow the animal proper exercise and convenient access to food, water and shelter.

(d) Restraints shall be located so as not to allow the animal to trespass on public or private property, or in such manner as to cause harm or danger to persons or other animals. Restraints shall be located so as not to allow the animal to jump over an obstacle where the leash can become entangled and the animal be harmed in any manner.

(e) *Transportation.* No person driving a pickup truck shall transport any dog in the rear bed of the vehicle on a public way, unless the space is enclosed, the dog is cross tethered to the vehicle, the dog is protected by a secured container or cage, or the dog is otherwise protected, in a manner which will prevent the dog from being thrown or from falling or jumping from the vehicle.

(3) *Enforcement.* The Police Department, Health Department or MADACC may enforce any provision of this section, and they are authorized to confiscate and remove animals from a premises for violation of any part of this section. Animals removed because of such action may be stored or disposed of in a humane manner by MADACC or its designee. Probable cause that such a violation exists is sufficient reason to confiscate such animal. Conviction is not required.

(4) *Exemption.* This section does not apply to dogs used while in the line of duty by the Police Department, any other law enforcement agency or unit of the United States military service.

(5) *Certain animals prohibited.*

(a) *Livestock.* (Am. # 2840 ; #2864) Except as otherwise provided in this chapter, no person shall harbor, raise or possess within the City, either temporarily or permanently, fowl, cows, cattle, horses, sheep, swine, goats, chickens, rabbits, ducks, turkeys, geese, pigeons or any other domesticated livestock, provided however, that such animals or fowl may be kept at places approved by the Health Officer. No rodents commonly considered domesticated shall be kept within any portion of any multiple dwelling units.

(b) *Wild animals.* No person shall harbor, raise or possess, either temporarily or permanently, within the City limits, a wild animal, such as a live monkey (nonhuman primate), bat, raccoon, skunk, fox, poisonous snake or reptile, poisonous insects or arachnids, cheetah, cougar, jaguar, leopard, lion, lynx, panther, tiger, wolf or wolf-dog hybrids, offspring of wild species cross-bred with domestic dogs and cats or any other warm blooded animal which can normally be found in the wild state, except when approved for a temporary educational event, circus or similar recreational event. Application for such events shall be made to the Health Officer.

(c) *Exotic animals.* No person may bring into or keep in the City, for sale or otherwise, either for food or for any other purposes whatsoever, any animal which, in accordance with the recommendations of the Compendium of Animal Rabies Control from the National Association of State Public Health Veterinarians, Inc., is not able to be effectively vaccinated against rabies, or any animal dead or alive, insect, which is otherwise dangerous or detrimental to health, any exotic animal or wild animals.

(d) *Phase out the keeping of certain animals.* Persons in possession of any animals within the City prior to September 5, 1967, shall have the right to retain such animals, providing they do not cause a nuisance or are injurious to the health, safety and welfare of the immediate neighborhood. The retention of these animals is permitted under prior usage, is not transferable, and they shall be deemed to have nonconforming use status. Since it is the intent to phase out the keeping of certain animals in the City, changes of use of property and/or natural termination of existence of the animals shall also terminate nonconforming use status and the animal or animals may not be replaced.

(e) *Licensing.* Every dog and cat kept sheltered or harbored within the City shall be currently licensed by the City Treasurer, in accordance with section 13.16(1) of this Municipal Code.

(6) *Dangerous/vicious animals.*

(a) *Harboring dangerous/vicious animals.* No person may harbor or keep a dangerous animal within the City, unless all provisions of this subsection, as well as the general provisions of this chapter are complied with.

1. An animal may be deemed to be vicious by the Health Officer, police officer or deputy sheriff if it has attacked or bitten any person(s) more than 2 times or when a propensity to attack without provocation or bite people exists and is known or ought to reasonably be known to the person harboring such animal. If the animal is deemed vicious by the Health Officer, police officer or deputy sheriff, the Health Officer may order the humane termination of such animal.
2. No person may bring into or keep in the City, an animal that a Wisconsin city, village, town or county has declared dangerous or vicious, has been banished from a city, village, town or county, or has been ordered to be destroyed. An officer may declare such an animal to be a prohibited dangerous animal in the City, upon receipt of an official written declaration from the other city, village, town or county setting forth the grounds for the declaration, the name of the animal, if known, and a description of the animal.

(b) *Declaration that animal is prohibited, dangerous or prohibited dangerous.*

1. If a police, health or other designated officer determines that an animal is prohibited dangerous as defined in this section or elsewhere in this chapter, he/she may declare the animal to be prohibited, dangerous or prohibited dangerous. The Police or Health Officer

shall immediately inform the owner in writing, by personal service or certified mail, of such determination.

2. Hearing. If an owner contests the designation of the animal as prohibited, dangerous or prohibited dangerous, the owner may request a hearing in writing within 72 hours of issuance of the notice. Any interested party may present evidence as to whether the dog or other animal is prohibited, dangerous or prohibited dangerous. The hearing shall be held before the Board of Health within no less than 5 days or more than 10 days of the request for hearing.
3. Compliance with restrictions. Pending the decision of the hearing, the owner or caretaker must comply with provisions of this section. After the hearing, if the dog or other animal is determined to be dangerous, the owner must continue to comply with the provisions of this section. After the hearing, the owner shall be notified in writing of the determination. If the animal is declared to be prohibited or prohibited dangerous, the owner shall remove the animal from the City or have it humanely euthanized within the time period set by the Board of Health, but in any case, no longer than 10 days. Until removed from the City or euthanized, it must continue to be kept as noted in this subsection.
4. Appeal. If the owner contests the determination, he/she may appeal the decision in writing within 10 days of receiving the decision, to the Board of Health.
5. The owner or caretaker of any animal which is or has been declared prohibited, dangerous or prohibited dangerous, shall not give, sell or in any way transfer ownership to any other person residing in the City.
6. The issuance of a citation for a violation of this section need not necessarily be predicated on a determination by the Officer, that an animal is prohibited, dangerous or prohibited dangerous animal.

(7) *Sale of fowl as pets prohibited.* No person shall sell or offer for sale or barter or give away baby chicks, ducklings or other fowl as pets or novelties. This provision shall not prohibit the sale or display of natural chicks or ducklings in proper brooder facilities by hatcheries or stores engaged in the business of selling fowl to be raised for commercial purposes.

(8) *Turtles.* No person shall sell, distribute, harbor, shelter or keep turtles as pets or novelties that are less than 4 inches in diameter. Only box or painted turtles are permitted. Snapping turtles are prohibited.

(9) *Animal fancier.*

(a) *Prohibited in certain areas.* Animal fancier permits shall only be issued if a qualified dwelling unit is zoned single-family per Chapter 21 of this Municipal Code. No animal fancier permit shall be issued to a multifamily unit.

(b) *Operation.* All animal fanciers shall maintain the following conditions:

1. A person holding an animal fancier permit shall conform to the requirements set forth in this chapter.
2. An animal fancier permit may be revoked if an owner does not conform to the requirements set forth in this chapter.
3. All animals shall be maintained in a healthy condition or, if ill, shall be given appropriate treatment immediately.
4. The quarters in which the animals are kept shall be maintained in a clean condition and in a good state of repair.
5. Animal pens or enclosures shall be large enough to provide freedom of movement to the animals contained therein.
6. Food supplies shall be stored in rodent proof containers and food and water containers shall be kept clean.
7. Litter or bedding material shall be changed as often as necessary to prevent an odor nuisance.
8. Feces shall be removed from yards, pens and enclosures daily and more often, if necessary, and stored in tightly covered metal containers until final disposal.
9. Yards, pens, premises and animals shall be kept free of insect infestations.
10. No odor or noise nuisance shall be permitted.
11. All establishments shall be maintained and operated in a nuisance-free manner.

(c) *Immunization.* Immunization. Dogs and cats at no later than 5 months of age shall have a current immunization against rabies and owners or keepers shall provide proof thereof. (Am. #2863)

(d) *Licensing.* All dogs and cats licensed by an animal fancier permit shall be currently licensed by the City Treasurer, in accordance with section 13.16(1) of this Municipal Code, and owners or keepers shall provide proof thereof.

(e) *Definition.* An animal fancier is defined as the following:

1. Any person in a resident dwelling unit who shall keep, harbor, raise or possess any combination of 3 or more dogs and/or cats over 3 months of age to a maximum of any combination of 4 dogs and/or cats.
2. There shall be no more than one animal fancier permit issued to any qualified dwelling unit and an animal fancier permit will only be issued if a dwelling unit is zoned single-family per Chapter 21 of this Municipal Code.
3. This definition will be grandfathered effective January 1, 2009. An individual with an animal fancier permit prior to this date is allowed a maximum of 6 dogs and/or cats.

(10) *Animal grooming establishments.*

Dogs and cats to be immunized against rabies. No pet shop operator shall sell or offer for sale any dog and/or cat 5 or more months old unless the animal has been vaccinated against rabies by an approved, live, attenuated rabies virus vaccine, administered by a licensed veterinarian. A certificate of vaccination, which shall be signed by the vaccinating veterinarian, shall be given to the purchaser at the time the sale is made. (Am. #2863)

(d) *Record of sale.* Every pet shop operator shall keep a record of every dog and cat sold by his/her establishment setting forth the date and source of acquisition, date of rabies vaccination, the date of sale and the name and address of the purchaser. Such records shall be maintained on the pet shop premises for one year following the date of sale of each dog and cat, and such records shall be open to inspection by the Health Officer at all times during which the pet shop is open to the public.

(e) *Sale of certain animals prohibited.* No pet shop shall engage in the purchase, keeping, sale or distribution of any species of bats, foxes, raccoons, skunks, poisonous snakes, poisonous arachnids or any other animal prohibited to be kept within the City.

(13) *Rabies control.*

(a) *Rabies vaccination required.* Every dog, cat or ferret owned or kept in the City shall be vaccinated against rabies by a veterinarian at no later than 5 months of age and revaccinated within one year after the initial vaccination. If the owner obtains the dog, cat or ferret or brings it into the City after the animal reaches 5 months of age, the owner shall have the animal vaccinated against rabies within 30 days after the animal has been obtained or brought into the City, unless the animal has been vaccinated, as evidenced by a current certificate of rabies vaccination. Regardless of the age at initial vaccination, a second vaccination should be given one year later. Every dog, cat or ferret shall be revaccinated according to the recommendation of the vaccine used by the veterinarian administering such vaccinations or before the date that the immunization expires, as stated on the certificate of vaccination. (Am. #2863)

(b) *Issuance of certificate of rabies vaccination.* A veterinarian who vaccinates an animal against rabies shall complete and issue to the owner a certificate of rabies vaccination, bearing a serial number and on an approved form, in compliance with state requirements, the owner's name and address; the name, sex, spayed or unspayed, neutered or unneutered, breed and color of the dog, cat or ferret; the date of the vaccination; type of rabies vaccination administered; and the manufacturer's serial number, date that the immunization expires, as specified for that type of vaccine by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services, and the City where the animal is required to be licensed. (See section 13.17 of this Municipal Code.)

(c)

Copies of certificate. The veterinarian shall keep a copy of each certificate of rabies vaccination on file until the date that the immunization expires or until the animal is revaccinated, whichever comes first.

(d) *Rabies vaccination tag.* After issuing the certificate of rabies vaccination, the veterinarian shall deliver to the owner a rabies vaccination tag bearing the same serial number of the certificate, the year the vaccination was given, and the name, address and telephone number of the veterinarian. The owner shall attach the rabies vaccination tag to a collar which shall be kept on the animal at all times.

(e) *Suspected rabies.* Any person who shall suspect that any animal, domestic or wild, is infected with rabies shall report immediately his/her suspicion to the Health Officer, describing the animal and giving the name of owner, if known. No person shall knowingly harbor or keep any animal infected with rabies or any animal known to have been bitten by an animal infected with rabies, or shall fail to report to the Health Officer the existence of any animal that he/she knows to be infected with rabies.

(f) *Animals that bite persons.* Every owner, keeper or observer of an animal, and every other person who knows that an animal, domestic or wild, has bitten any person, shall immediately report such fact to a police officer or the Health Officer.

(g) *Isolation, quarantine or sacrifice of an animal suspected of biting a person or being infected or exposed to rabies.* Any police officer, the Health Officer or any deputy sheriff of the county shall order an animal quarantined or isolated if the officer has reason to believe that the animal bit a person, is infected with rabies or has been in contact with a rabid animal. If quarantine or isolation cannot be imposed because the animal, domestic or wild, cannot be captured, the officer may kill the animal. The officer may kill the domestic animal only as a last resort or if the owner agrees. The officer shall attempt to kill the animal in a humane manner and in a manner which avoids damage to the animal's head.

(h) *Quarantine of an animal.* Any animal suspected of biting a person or being infected or exposed to rabies shall be quarantined as ordered by the Health Officer. If an animal is currently immunized against rabies as evidenced by a valid certificate of rabies vaccination, quarantine in an isolation facility is not indicated, unless otherwise ordered by the Health Officer. The owner or keeper shall immediately quarantine such animal suspected of biting a person, for a period of at least 10 days. Vaccinated dogs, cats or ferrets may be quarantined on the premises of the owner if the animal is kept in an escape proof enclosure or in the home and walked on a leash by a responsible adult. If quarantine cannot be adequately maintained on the premises of the owner, an officer may order a vaccinated dog, cat or ferret to be quarantined at an isolation facility (e.g., veterinary clinic, MADACC Shelter). During the 10-day quarantine period the dog, cat, or ferret must be examined by a veterinarian on the first day, the last day, and one intervening day of the observation period. This is the only time the animal may leave the owner's premises. The owner must notify the Health Department or

veterinarian immediately if the animal displays signs of illness or a change in behavior. The quarantine may be released if the veterinarian certifies that the animal has exhibited no signs of rabies during the 10-day quarantine period. The veterinarian may extend the quarantine period if clinical signs warrant. The owner of the animal is responsible for all expenses incurred in connection with the quarantine.

(i) *Confinement.* The Health Officer or designee will order the quarantine of an unvaccinated dog, cat or ferret suspected of biting a person for a period of at least 10 days. Within 24 hours after the quarantine order is issued, the unvaccinated dog, cat or ferret must be delivered to an isolation facility (e.g. veterinary clinic, MADACC Shelter, pound) for a 10-day observation period. During the 10-day quarantine period, the dog, cat or ferret will be held under strict isolation at the isolation facility and examined by a licensed veterinarian on the first day, the last day, and one intervening day of the observation period. The veterinarian may release the animal from quarantine upon certifying that the animal has exhibited no signs of rabies during the 10-day quarantine period. The veterinarian may extend the quarantine if clinical signs warrant the extension. After release from quarantine, the animal can be vaccinated against rabies. Rabies vaccinations are not to be administered during the observation period. In the event that the animal under quarantine does exhibit signs of rabies, Wisconsin State Statute requires that the animal be humanely killed and the brain submitted for rabies testing.

(j) *Risk to animal health.*

1. If a dog or cat is ordered to be quarantined because there is reason to believe that the animal has been exposed to a rabid animal and if the dog or cat is not currently immunized against rabies, the custodian of an isolation facility or the owner shall keep the animal leashed or confined for 180 days. The owner shall have the animal vaccinated against rabies between 155 and 165 days after the exposure to a rabid animal. The owner of the animal is responsible for all expenses incurred in connection with the isolation. (Am. #2863)
2. If a dog or cat is ordered to be quarantined because there is reason to believe that the animal has been exposed to a rabid animal but if the dog or cat is immunized against rabies, the custodian of an isolation facility or the owner shall keep the animal leashed or confined for 60 days. The owner shall have the animal revaccinated against rabies as soon as possible after the exposure to a rabid animal. The owner of the animal is responsible for all expenses incurred in connection with the isolation. (Am. #2863)

(k) *Sacrifice of animal exhibiting symptoms of rabies.* If a veterinarian determines that an animal exhibits symptoms of rabies during the original or extended observation period, the veterinarian shall notify the owner and the officer who ordered the animal quarantined, and the officer or veterinarian shall kill the animal in a humane manner and in a manner which

avoids damage to the animal's head. If the animal is suspected to have bitten a person, the veterinarian or Health Officer shall notify the person or person's physician. Domestic and wild animals suspected of having rabies shall be prepared by a veterinarian and sent to the Wisconsin State Laboratory of Hygiene (WSLH) for analysis.

(l) *Delivery of carcass, preparation, examination by state laboratory of hygiene.* An Officer who kills an animal shall deliver the carcass to a veterinarian. The veterinarian shall prepare the carcass properly, prepare and package the head of the animal, arrange for delivery by the most expeditious means feasible of the animal head to the Wisconsin State Laboratory of Hygiene (WSLH), and dispose of or arrange for the disposal of the carcass in a manner which minimizes the risk of exposure to any rabies virus. The WSLH shall examine the specimen and determine if the animal was infected with rabies. The WSLH shall notify the Department of Health Services (DHS), the veterinarian who submitted the carcass, the Health Officer and if the animal is suspected to have bitten a person, that person or that person's personal physician.

(m) *Responsibility for quarantine and laboratory expenses.* The owner of an animal is responsible for any expenses incurred in connection with keeping the animal in an isolation facility, examination by the veterinarian, preparation of the carcass for laboratory examination, and the fee for laboratory examination.

(n) *Cooperation of owner.* An owner of a domestic animal shall comply with the orders given by an officer pursuant to this chapter, and in the event of noncompliance, the owner may be cited and be assessed penalties in accordance with this chapter.

(14) *Animals at large.*

(a) *Filing petition against.* No owner or keeper of any animal shall permit or suffer such animal to be at large. Any animal found at large shall be deemed to be so with the permission or at the sufferance of its owner. Any adult person alone or together with other adults may seek relief from animals at large by a complaint to the Health Officer, a police officer or the deputy sheriff setting forth the specific date and approximate time an animal was observed to be at large. A police officer, the Health Officer or the deputy sheriff shall notify the owner of that animal in writing of the alleged violation. If the petitioner subsequently observes that same animal to again be at large, they may submit a written petition to the City Attorney's office for commencement of prosecution to obtain compliance of this section. Such written petition shall contain the following:

1. Name and address of complainant.
2. Description of animal and address of owner.
3. Dates and times of violations were noted.
4. Date reported to Health Officer.

5. Statement that petitioners will be willing to sign complaint and testify in court.

(b) *Provocation prohibited.* No person shall permit an animal to run at large by opening any door or gate of any premises or loosening any restraining device or otherwise entice or unduly provoke any animal to leave any place of confinement.

(c) *Impounding dogs or cats.*

1. Any Police Officer, the Health Officer or county deputy sheriff finding a dog or cat at large may seize such dog or cat and impound it in the place provided by MADACC.
2. The possession of any licensed dog or cat so seized or impounded may be obtained by the owner upon payment of fees to MADACC for keeping such dog or cat for each day or fraction thereof during which the dog or cat has been impounded. The possession of any unlicensed dog or cat may be obtained by the owner after obtaining a license and paying the fee provided herein and, if unvaccinated for rabies, obtaining the proper vaccination.
3. If any dog or cat that has been impounded for 7 days has not been reclaimed by its owner, the animal may be disposed of by MADACC in the most humane manner.
4. Animal removal. Any officer may seize and remove animals from a premises for violation of this Code. The officer(s) may convey such animals to MADACC to be housed and handled appropriately. If necessary, and subject to the requirements of Ch. 173, Wis. Stats., such animals may be disposed of in a humane manner by the department, MADACC or their designee.

(15) *Animal fecal deposits.*

(a) No owner or keeper of any animal shall appear with such animal upon any street, alley, sidewalk, lawn, field or any public property, or upon a property other than his/her own, without a shovel, scoop, bag or other items for the removal of fecal matter, and the owner or keeper of such animal shall immediately after deposit of fecal matter on such premises as described above, remove all fecal matter by shovel, scoop, bag or other items and properly wrap and deposit such fecal matter in an approved manner upon their own premises.

(b) Any adult person may seek relief from animal fecal matter deposits by a complaint to a police officer, the Health Officer or deputy sheriff in the same manner and procedure as set forth in paragraph (a) above.

(16) *Disposal of domestic animals.* All domestic animals should be disposed of at MADACC or other veterinary establishment rather than being buried within the City limits.

(17) *Animals disturbing the peace.* No person shall own, keep, have in his/her possession or harbor any bird or animal which, by frequent and habitual howling, yelping, barking or otherwise, shall cause serious annoyance or disturbance to persons in the neighborhood. No prosecution shall be commenced, except upon the request of a police officer, the Health Officer or deputy sheriff, following written petition signed by one or more affected adult persons.

(18) *Cruelty to animals.*

(a) *Causing injury.*

1. No person shall directly or indirectly cruelly beat, frighten, overburden, neglect or abuse any animal or bird, or use any device or chemical substance by which pain, suffering or death may result, whether the animal or bird belongs to the person or another, except that reasonable force may be used to drive off vicious or trespassing animals, excluding treatment by a veterinarian or euthanasia and except by the legal use of mace or similar chemical substance.
2. The owner of any animal shall be responsible to provide reasonable and proper treatment to any ill or injured animal.
3. No person shall abandon any animal or bird or transport any animal or bird in a cruel manner.

(b) *Food and water.* No person owning or having custody of any animal or bird shall neglect or fail to provide it with necessary nourishing food at least once daily, and provide a constant supply of clean water to sustain the animal or bird in good health.

(c) *Shelter.*

1. No person shall fail to provide any animal or bird in his/her charge with shelter from the inclement weather to ensure the protection and comfort of the animal or bird.
2. When sunlight is likely to cause overheating or discomfort to any animal or bird, shade shall be provided by natural or artificial means to allow protection from the direct rays of the sun, but still allow air to pass to keep the animal cool.
3. Animals kept outdoors for more than one hour at a time shall be provided with moisture proof and windproof shelter of a size that allows the animal adequate freedom of movement. Inadequate space may be indicated by evidence of debility, stress, or abnormal behavior pattern.
4. Whenever the outdoor temperature is at or below 40 degrees Fahrenheit, clean dry bedding shall be provided in such shelters for insulation and to retain the body heat of the animal.
5. Motor vehicles or garages shall not be used as proper shelter under the provisions of this section, except that during winter months a dog house may be placed inside a garage for additional shelter.

(d) *Area to be kept clean.* Any area where an animal is housed or allowed to remain shall be kept clean of feces, animal waste and other substances in order to keep the animal healthy and comfortable.

(19) *Keeping of honeybees.* (Cr. # 2840)

18.15 - Miscellaneous use provisions.

(1) *Careless smoking prohibited.*

(a) No person shall smoke or carry a lighted cigar, cigarette, or pipe, or light a match or other flame-producing device in any retail mercantile establishment, except in areas approved for such purposes by the AHJ. It shall be the duty of the person in charge of such an establishment to enforce the regulations of this section.

(b) Smoking shall be prohibited in all rooms or parts of buildings which contain flammable liquids in open containers or in which flammable liquids are used in any manufacturing process or where vapors from the flammable liquids are present or sold.

(c) A plainly printed notice of the provisions of this subchapter shall be posted in a conspicuous place in all occupancies. Such printed notice shall also be posted in any place of public assembly where smoking is prohibited.

(d) No smoking or use of flame-producing devices in schools or public libraries.

1. No person shall light a match or other flame-producing device, smoke, or carry a lighted cigar, cigarette, or pipe in any school building or public library except in areas approved for such purpose by the AHJ. It shall be the duty of the person(s) in charge of such buildings to post and maintain approved signs bearing the words "NO SMOKING" in locations designated by the AHJ.
2. Sections 101.025(1), 101.123, 101.123(8)a, b, Wis. Stats., is hereby adopted by reference as if fully set forth herein.

(2) *Fire damaged buildings (securing).* All dwellings and buildings within the Municipality damaged from fire shall be secured within 24 hours of release of the property by the AHJ. The owner of the damaged property shall assume the liability for the protection of the public until the property is secured.

(3) *Fireworks.*

(a) *Definition.* The definition of "fireworks" shall be stated in § 167.10, Wis. Stats., and the items listed in § 167.10(1)(f) and (j) to (n), Wis. Stats. "Caps" and "sparklers" as defined in § 167.10(1)(e) and (i), Wis. Stats., are excluded from this definition.

(b) *Sales.* Except as provided in § 167.10(2) and (4), Wis. Stats., no person shall sell or possess with the intent to sell fireworks.

(c) *Use.* Except as provided in § 167.10(3), Wis. Stats., no person shall possess or use fireworks without a user's permit issued pursuant to subsection (d) below.

(d) *User permit.* As provided in § 167.10(3), Wis. Stats., fireworks user's permits may be issued for festivals or celebrations after proper application to the Municipality. The AHJ shall require a certificate of liability insurance or similar proof of coverage on an amount deemed

appropriate.

(e) *Use of caps and sparklers.* No unlicensed person may use fireworks, caps, sparklers in a municipal park or at a fireworks display for which a permit has been issued if the display is open to the public.

(f) *Pyrotechnics.* Pyrotechnics are prohibited in public buildings and places of employment unless authorized by the AHJ and shall be used in accordance with NFPA 1123.

(4) *High-piled combustible storage.*

(a) High-piled combustible storage must comply with Section 2301 of the International Fire Code.

(b) Definitions as found in Section 2302 of the International Fire Code will be used for high-piled combustible storage.

(c) Commodities shall be classified in accordance with Section 2303 of the International Fire Code.

(d) High-piled combustible storage areas shall be designated in accordance to Section 2304 of the International Fire Code.

(e) Housekeeping and maintenance of high-piled combustible storage areas shall be in accordance with Section 2305 of the International Fire Code.

(f) General fire protection and life-safety features shall be in accordance with Section 2306 of the International Fire Code. Exception: Compliance with Section 2306.7 of the International Fire Code is not required by this Code. Note: This section may be required by the State of Wisconsin.

(g) Solid piled and shelf storage shall be in accordance with Section 2307 of the International Fire Code.

(h) Rack storage shall be in accordance with Section 2308 of the International Fire Code.

(i) Automated storage shall be in accordance with Section 2309 of the International Fire Code.

(j) Specialty storage shall be in accordance with Section 2310 of the International Fire Code.

(5) *Open burning.*

(a) *Limitations.* (Am. #2707) Burning of any kind is restricted. Open air burning of yard waste shall be allowed only by permit from the Fire Department. Permits will be available from the Fire Department. A fee of $25.00 shall be charged. See Municipal burning permit for rules and regulations.

(b) *Permissible burning.*

1. *Grills.* For other than one-family and two-family dwellings, no hibachi, gas-fired grills, charcoal grill or similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony or under any overhanging portion of a building. Grilling on

ground level is permissible provided that the grill is at least 10 feet away from any structure. Smoke must not be a nuisance to neighbors, or public roadways. Listed electrical ranges, grills or similar electrical apparatus shall be permitted.

2. *Open fires, fire pits, and recreational fires.* Open fires, fire pits, and recreational fires shall comply with the requirements of NFPA 1 and the following requirements:
    a. Portable fire pits and open fires:
        1) Portable fire pits shall not be used or kindled on any balcony or under any overhanging portion or within 10 feet of any structure.
        2) Portable fire pits must be placed on a noncombustible surface.
        3) Portable fire pits shall be listed by a nationally recognized testing organization or acceptable to the AHJ.
        4) Burning of yard waste or other refuse is prohibited; only clean, dry wood can be used.
        5) Flammable or combustible liquids shall not be used to ignite the fire.
        6) Smoke shall be limited and shall not become a nuisance to neighbors or public roads.
    b. Recreational fires (lined in-ground pit):
        1) Shall not be located within 25 feet of a structure or combustible material unless contained in an approved manner.
        2) The total fuel area shall not exceed 3 feet in diameter and 2 feet in height.
        3) Only clean, dry wood can be burned.
        4) Flammable or combustible liquids shall not be used to ignite the fire.
        5) Smoke shall be limited and shall not become a nuisance to neighbors or public roads.
    c. Open fires (bon fire):
        1) Permit must be obtained from the Fire Chief.
        2) Permitted open fires shall be located not less than 50 feet from any structure.
        3) Only clean, dry wood can be burned.
        4) Flammable or combustible liquids shall not be used to ignite the fire.
        5) Smoke shall be limited and shall not become a nuisance to neighbors or public roads.
3. All fires must be supervised at all times by an adult and have the proper means available to extinguish the fire. No fire shall be left unattended.

(6) *Possession of ignition devices.*

(a) *Definitions.*

1. *Ignition device,* for the purpose of this section shall be defined as:
    a. Matches.
    b. Lighters.
    c. Any other materials when used for the purpose of ignition.
2. *Minor:* Any child under 18 years of age.

(b) *Possession prohibited.* No minor may possess any ignition device, unless under the direct supervision of, or with direct permission of, a parent or legal guardian.

(c) *Delivery prohibited.* No person may sell, give, deliver or make accessible (as determined by the AHJ), any ignition device to a minor without the permission of the minors parent or legal guardian.

(d) *Confiscation.* Any ignition device possessed by a minor may be confiscated by any Peace Officer, Fire Chief or authorized designee of the Fire Chief. Once confiscated, these ignition devices shall become the property of the confiscating authority and shall be processed accordingly as evidence in the commission of a crime or made inoperable and disposed of properly.

(e) *Penalty.*

1. Any person who shall violate any of the provisions of this section shall for each and every violation, be punishable by forfeiture, plus any costs or surcharges as required by law.
2. In addition to any other penalties provided for in this Code, the Judge of any court of any competent jurisdiction may order any person found guilty of violating this chapter to any educational program as the Court deems appropriate and include as part of the penalty therein that such person pay the costs of such educational program.

(7) *Christmas tree sales.* For the purpose of this subsection, the following minimum standards shall apply to the storage, handling, and display of live Christmas trees and foliage:

(a) Trees and foliage shall be stacked not closer than 10 feet from any gasoline pump or other device for the transfer of petroleum products.

(b) Aisles or clear spaces of not less than 3 feet shall be maintained at all times.

(c) A fire extinguisher with a "2A-10BC" rating or greater shall be provided by the merchant for each 75 feet of travel display and/or storage area.

(d) All storage and sales of live Christmas trees and foliage shall be held outside of buildings.

(e) It shall be unlawful to light a match or any flame-producing device, or to smoke or carry a lighted cigar, cigarette, or pipe in areas where live Christmas trees or foliage is displayed, sold, or stored. The person in charge of the Christmas tree sales shall post a "NO SMOKING" sign in locations designed to give persons entering the area a notice of this regulation.