Forest Point at Westridge Condominium Association

Rules and Regulations

Reviewed by the Rules and Regulations Committee

July 2024-January 2025

Reviewed and Approved by the Board of Directors

Date April 22, 2025

INTRODUCTION

Over the past year, the Forest Point Condominium Rules and Regulations have been reviewed and revised by members of the Board of Directors, a committee of owners and by management.

The rules and regulations were approved by the Board of Directors in April of 2025. All owners will receive a hard copy to be added to your current packet of documents.

The following guidelines apply to all.:

A. All owners, family members, their guests, visitors and lessees are subject to requirements of the Declaration, Bylaws, and Rules and Regulations.

B. Parents or guardians shall see that children are aware of regulations which are necessary for them to follow.

C. Unit owners are responsible for their guests and lessees.

All rules and regulations are based on information in the Declaration and the Bylaws of the Association.

Rules and Regulations

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I. Pets

A. Each unit owner or lessee is allowed one dog and one cat per unit or two cats per unit

B. If you are pet sitting, you must submit written request to management prior.

1. Anyone pet sitting must follow the pet rules.

C. No unit owner or lessee may maintain any pet which, in the sole discretion of the Board of Directors, is considered a danger to the owners, tenants, management staff, any other occupants of the condominiums or is otherwise considered to be a dangerous breed.

1. For purposes of these rules, the following seven breeds, or any dog being a mixed breed thereof, shall be considered to be a dangerous breed: Pit Bull Terriers, Rottweilers, Doberman Pinchers, German Shepards, Huskies, Malamutes and Chow Chow

2. Canine attack dogs are prohibited

3. Check with management or the Board if uncertain of breed allowed

D. Any owner or lessee who keeps a dog or a cat on the premises shall register said animal with the City of New Berlin and pet(s) shall be inoculated as required by law.

E. Any owner or lessee who keeps a dog or a cat on the premises shall register said pet with management on the pet registration form created by the Board.

1. Pet photo must be attached to the form.
2. Registration to remain on file with management.
3. Notification is to be sent to management when a pet passes.
4. A new pet form must be completed and sent to management along with a picture of the new pet.

F. Anyone walking a dog MUST pick up pet waste immediately.

G. The keeping, boarding or raising of any animal of any kind is

prohibited within any unit or upon the common elements, except that

that the keeping of orderly pets as outlined above is permitted subject to these rules and regulations as they may be amended from time to time by the Board and further subject to the ordinances of the City of new Berlin which are incorporated herein (except where these rules are more restrictive) and any other applicable laws.

H. All dogs shall be walked within ten feet of a street or roadway when on the condominium property.

1. Exception is if owner of the pet is walking his or her dog in front of their respective unit.

2. Dog walkers shall respect the privacy of other owners.

3. No pet shall be walked directly in front of another unit or around another unit.

I. No pet may be kept on the premises whose behavior causes a nuisance. The following activities are a nonexclusive list of prohibited activities:

1. Loud noises

2. Animals off leash or at large on the common elements

3. Caged or leashing an animal to a stationary object on the common elements

4. Discernable animal smells outside the unit

5. Failure to pick up waste on common elements after your pet

J. Any pet causing or creating a nuisance or unreasonable noise or disturbance shall be permanently removed from the condominium by owner upon three days written notice from the Board.

1. If the pet is not removed, the owner of the unit shall be subject to fine or other remedies as set forth below.

2. Any owner or lessee who maintains a pet on the premises shall be deemed to have indemnified by the Board and management from loss, claim or liability of any kind or character whenever arising by keeping or maintaining such pet with the condominium.

3. Waukesha county, its representatives, agents or independent contractors or other government officials are authorized to enter the condominium and to enforce any applicable ordinances, rules and regulations with respect to animals.

K. The Association through its Board reserves all remedies available to it to enforce these restrictions, including but not limited to, fines (liquid damage assessment), attorney fees, injunctive relief, assessment for damages and such other remedies as are fair and equitable against the unit owner, who shall be responsible for behavior of animals residing in or visiting the unit. These matters and the right of the unit owner to demand a hearing, are set forth in Article 7 of the Declaration of Condominiums.

II. Parking – Maintenance — Storage and Movement of Vehicles Through the Common Elements

A. Permitted Vehicles

1. Passenger-type automobiles having no more than four entry doors but including station wagons or hatchbacks having a rear access) in a fully operable and drivable condition.

2. Excludes limousines and hearses used for personal purposes.

3. Motorcycles and motorbikes that are registered and licensed to be ridden on Wisconsin roads and highways provided there is no noise disturbance to other unit owners.

4. Commercial/service vehicles may park behind garages while work is being done in an owner's unit. They should park so as not to obstruct the roadway.

B. Non-Permitted Vehicles

1. All vehicles other than those defined in permitted vehicle or any vehicle without current license plates or registration sticker.

2. No owner or lessee-owned commercial vehicles with logos, signs, ladders, rooftop mounts etc. may be kept on the property unless it is garaged.

C. Motorized and non-motorized vehicles

1. Bicycles are permitted and are limited to paved areas.

2. Operation of minibikes, ATV's or snowmobiles on the property are prohibited.

3. Boats, boat trailers, campers, trailers or vehicles other than those described as permitted are allowed on the property for 24 hours.

D. Abandoned Vehicles

1. Any abandoned vehicle on the property/common grounds shall be ticketed and towed at owner's expense.

2. Definitions of an abandoned vehicle include one which is in a state of disrepair rendering it incapable of being driven, one which has not been moved or used for 14 consecutive days or more, one which does not have a valid license plate or registration sticker, one which has been in visitor parking for more than three days and has not been called in to management.

E. Rules and regulations regarding parking apply to all owners and lessees

1. All vehicles must be properly stored in garages.

2. Items may not be stored in a garage that would displace a vehicle.

3. It is not intended that garages and common areas be used for storage of disabled vehicles or vehicles without a license or that major repair be conducted within the property except that small repairs or easily undertaken adjustments may be undertaken in the event of an emergency.

4. Repair of any damage caused to the Common Elements and cleanup of chemical spills caused by a vehicle in disrepair shall be billed to the unit owner causing the damage or spill.

5. No outside overnight parking excluding guests in visitor parking permitted except in the driveway of two-family units.

6. No unit owner is allowed to use visitor parking at any time unless approved by the Board.

7. Observation of City of New Berlin residential street speed limit is required.

8. No vehicle may be parked in such a way that it blocks access to any mailbox.

9. No parking is allowed behind garages of the eight family units except those with the wide driveways -- no parking behind garages in the eight family units with the approach behind the garage.

10. Fire lanes must be observed as no parking areas. Parking within 15 feet of a fire hydrant is prohibited.

11. Permitted vehicles may be operated on streets and parking areas of the Association unless permitted by the Board and/or its agents, and then only for Association purposes.

12. No vehicle may be parked, stored or maintained in a manner which interferes with the ingress or egress from another owner's unit, garage or other common elements.

13 Any vehicle that is parked, maintained or stored in violation of these rules may be removed without notice to the vehicle owner and at the vehicle owner's expense.

14. Bicycle and tricycles shall be stored in units or garages only and shall be returned to the storage areas at dusk.

F. Visitor Parking

1. All guest vehicles need to comply with the Association parking rules.

2. Unit owners need to call management regarding any expected visitors staying for 3 days or greater. A description of the visitor vehicle make, model, plate number and expected length of stay is to be called in to management.

3. If visitor staying longer than two weeks, must make arrangements to park elsewhere for the duration of their stay.

G. Snow Regulations

1. Vehicles parked in visitor parking areas shall be moved anytime there is at least two inches of snow on the ground and plowing operations are underway.

2. All vehicles are not to inhibit the job of the snow contractor to properly plow the Association grounds. If there is a storm, make sure that your vehicle is moved to allow them to clear the lots and driveways.

3. If you are parked on the streets of the Association, you will take the chance of the city plow blocking you in. It is NOT the Association responsibility to plow you out.

FOOTNOTES:

Per the City of New Berlin, a vehicle parked on the city street without a license plate may be called in to police, who will locate owner and will orange tag said vehicle. Owner will have 48 hours to register vehicle or it can be towed at the owner's expense.

NBPD considers an abandoned vehicle to be one that is left on the property if you move and leave the vehicle behind.

Per the New Berlin Police, the two-family units and the eight family units with the wider drives are considered driveways. The eight family units with the narrow drives and an approach to their garages are considered a roadway or a thru road; therefore, parking is not allowed in those areas.

III. Garbage

1. All homeowners and lessees shall store their garbage receptacles inside their garage/unit.

2. The garbage receptacles may be placed outside the owner/lessee's unit on the night before or the morning of the day designated for garbage collection.

3. If there is more trash than will fit in the container properly bagged and tied, any excess must be placed in a sealed container or plastic garbage bag for pickup.

4. Cardboard boxes shall be broken up and placed in the recycle bin.

5. Garbage and recyclable bins shall be returned inside the garage /unit within forty-eight hours of pickup.

6. If your garbage is missed on pickup day, call the management company and they will dispatch the refuse company to pick up.

7. Do NOT store extra garbage in garages as this serves as a place for mice and other rodents to inhabit.

8. No loose garbage shall be put in the containers ever.

9. Always double bag leaky items and dog waste.

IV. Appearance and Protection of the Common Elements

A. No noxious chemicals, solvents, paints or other hazardous materials shall be stored in a unit or garage in a manner which may create a fire or other health hazards to the owner unit or neighboring units. All such items must remain "unlit."

B. No gas, propane or charcoal barbeque grill may be operated in the garage or on balconies in accordance with the laws of the City of New Berlin, and when in use must be ten feet away from the building. Electric grills are permitted on decks, balconies and patios.

C. Owners shall be responsible for taking all possible precautionary measures to protect the property from freezing pipes, water entry or other hazards and shall notify management if threatening conditions exist.

D. Garage doors shall specifically be kept closed at all times other than for ingress to or egress from the garage, unless the owner is in attendance.
    1. There shall be no alteration of the garage door for any reason.

E. Vehicle engines shall not be left running in garages. Only in winter in the bitter cold temperatures should they be running in the garage with the garage door open.

F. All toys, recreational equipment, tables, lounge furniture, wagons, all types of grills and other personal property items must be removed from the Common Elements by sunset unless the owner is in attendance. (This is not applied to electric grills or outdoor furniture on the patios or decks.)
    1. Basketball hoops shall not be used prior to 9:00 am or after 9:00 pm and shall not be anchored with sandbags, concrete etc. Only the manufacturer's recommendation for grounding is acceptable.

G. Games or other activities that may create a nuisance, cause damage to the Common elements or disrupt the peace, are prohibited on the Common Elements.

H. No clothes, sheets, blankets or laundry of any kind or other similar articles shall be hung on either the inside of a unit window or on the outside of any part of the Common Elements to Limited Common Elements.

I. Proper window dressings are required in the interior of all units and shall be installed within 90 days of occupancy.

J. No noxious or offensive activity shall be carried on in the Condominium property and nothing shall be done in the Condominium property, either willfully or negligently, which may be or become an annoyance or nuisance to the owners or occupants of the dwelling units.

K. Nonattached bird feeders are allowed. Unit owner with the bird feeder in Common areas is responsible to keep the area clean and free of rodents.

V. Additions, Alterations, Building Exteriors and General Appearance of the Property

A. Plastic sheeting and/or other material which may be used seasonally or otherwise to prevent entrance of cold, sunrays or other elements through windows, patio doors or elsewhere should be applied from the inside of the unit only.

B. There shall be no addition of sleeve heating or air conditioning units, auxiliary space heaters, furnaces, exhaust or ventilating fans, fireplaces or wood burning stoves without the express written permission of the Board.

C. There shall be no installation of major appliances which exceed standard electrical provisions without express written consent of the Board. No adaptations of wiring shall be made without like permission.

D. No signage of any kind may be attached to the exterior of buildings, taped or affixed to mailboxes, posts or other Common Elements, or permanently placed on the grounds.

    1. No signs of any kind may be permanently posted on the median entrance strip at the Beloit Road entrance.

E. Realtor yard signs are not permitted. Realtor for sale signs or for Sale by Owner signs may be placed in the inside of a window of the unit, and must be of a size no larger the 12" by 18". Any other design or size must have Board approval.

1. Directional signs and Open House signs for the purpose of the sale of a unit may be posted no more than an hour before the Open House.

F. Promotional flags, banners or yard signs are not allowed. This excludes American flags.

G. Storm doors for the front entrance must be white and Board-approved. Once installed, the unit owner must maintain storm doors in good order and repair.

H. Patios and balconies may not be enclosed or altered in any way, nor may alterations of partitions between patios be made.

I. Patios and balconies may not be used for storage and shall be kept free and clear from clutter.

J. Seasonal decorations are permitted provided that no safety hazard shall occur and the unit owner shall repair the damages caused by the hanging of decorations.

K. Discarded Christmas trees will only be picked up by the City of New Berlin. Trees need to be taken to the main thoroughfare for pickup.

L. Rotting pumpkins are to be bagged and disposed of and not thrown into the woods.

M. Owners installing hooks, brackets or hangers for planters or any other items shall be responsible for any measures required to repair or restore the building to its original condition upon removal.

N. No portion of the Common Elements may be enclosed with a fence or other boundary.

O. PODS, which are space containers delivered to your designated property location and typically are to be used for moving purposes must have written permission

regarding the size of the POD and the dates to be used. Notification of intent to use a POD must be sent to management at least 7 days prior to its delivery. Notice will be forwarded to the Board. Approval must be granted for use of a POD by management and the Board. PODS may not remain on the property for no more than two weeks (14 days). In the case of an emergency need for a POD, a phone call to the emergency management number is required.

P. Nothing can be attached, screwed in or nailed to aluminum post trim of the front entry posts.

Q. Wind chimes must be taken down if they become a nuisance to other unit owners.

VI. Landscaping

A. Requests for additions to or changes of any part of the landscaping of the Common Elements shall be in writing and approved by the Board on an individual basis.
   1. No addition or change shall be made without the express written permission of the Board.
   2. Any cost involved in these changes shall be at the expense of the owner.

B. Planting of flowers is permitted, providing such planting is limited to borders of patios or other unsodded areas, as originally delivered and provided that the maintenance of such beds is fully undertaken by the owner or resident thereafter or until such time as all plants have been removed.
   1. Potted flowers are permitted as long as they are living and not have appearance of weeds. Removal of the pots should be done by November 1.

C. It is specifically intended that neither the Association nor the Association's contractor shall have the responsibility for identifying, locating or removing weeds in and around a bed which an owner has planted or otherwise caring for such bed until such time as it has been restored to its original and unplanted condition.

D. The Association retains its right to add mulch or other covering to original shrub and tree beds or to perform such other work to the beds as it may deem appropriate for the protection or beautification of Association plantings and shall have no responsibility for damage to owner plantings during the course thereof except to notify owners that work is scheduled.
   1. The Association shall not be responsible for damage to owner's plantings whether caused in the normal course of landscaping work or otherwise by an Association contractor or utility company.

E. Plantings and small ornaments shall not be placed in a bed in a way that will interfere with the regular functions of equipment used to maintain the Common Elements.
   1. Ornaments shall be at the discretion of the Board regarding size, quantity, quality and content.

F. Fruit, vegetable plantings and climbing vines are not to be planted on the Common elements.

G. Should an owner be granted permission to expand or add bedding areas such areas shall remain bedding areas thereafter, maintained by the unit owner, or shall be restored to sodded area at the owner's expense.
   1. Information on such additional or annexed beds shall be contained in any listing, lease or offer to sell so that future owners or lessees shall be aware of these requirements.

H. Should the Association grant permission to add a tree, shrub or other major planting, such planting shall become the property of the Association.

I. Sod or plantings damaged by a unit owner, his guests, lessees or pets shall be the responsibility of the unit owner to replace and may be billed to the unit owner responsible if replaced by the Association.

J. Unit owners are responsible for keeping their immediate lawn area clean and free of debris and litter.
K. No owner shall add any chemical, fertilizer or weed killer of any Common element (flower area excluded) without notifying the Board or neighbors on either side of their unit.

VII. Violation of All Provisions

A. Upon receipt of a complaint, management shall contact the person complained against in writing advising them that a complaint has been received and the nature of the complaint.

   1. Notice shall contain provisions for the person complained against to protest the charges as alleged, provide additional information for the Board's consideration and request a formal hearing regarding the matter.

B. Upon request, a hearing shall be held based upon the availability of an appropriate meeting location and the Board members and management.

   1. It shall be the responsibility of the Board to hear statements, weigh the facts received and formulate a decision regarding action to be taken or fines.

   2. Written communication will be sent to the unit owner of the date and time of the hearing.

   3. Fines levied, if any, shall be binding on all parties.

C. Should no request for a hearing be received by the Board or management within seven days after the owner is notified as is described in paragraph A of this section, the allegations contained in such notice shall be considered true and taken as confessed.

D. The Board may pursue other legal or equitable remedies at any time, in addition to the measures outlined in this document, including fines.

   1. A third offense may automatically be turned over to legal counsel for handling.

E. Any costs incurred by the Association in securing or attempting to secure compliance with the Association's policies shall be charged to the offending unit owner.

F. Time is of the essence to this policy. Notices are deemed made when deposited in the US mail, postage prepaid, certified mail, restricted delivery, return receipt, to the unit owner at the address or to such other address the unit owner shall previously have filed with the Association.

FINE STRUCTURE

Appendix A

A. When a complaint is referred to management, a written letter will be sent to the offending owner as a warning.

B. If the complaint is not corrected within seven days of the initial warning, fines will be initiated.

C. If fines are not paid within 30 days, or by the 10 th of the month, a 1 1/2% fee per month will be added to the fine.

D. Fees are:

First Offense: $150.00

Second Offense: $300.00

Third Offense and all following offense: $450.00

A. Fee structure in D is for the same offense. Any other new offenses are subject to additional fines.

Payment of HOA Fees

Appendix B

A. Assessments in amounts determined by the Board through its annual approved operating budget are due on the first day of the month, in advance of the current month.

B. HOA fees may be paid by check, money order or by electronic transfer of funds.

C. Checks are to be made payable and forwarded to the Forest Point Condominium Association in care of its managing agent or to such other addresses as the Board may agree upon from time to time.
1. Include the HOA coupon with the payment.

D. Any payment not received by the 10 th day of the month shall be past due and shall be subject to a 1½% late fee. This fee may increase at the discretion of the Board. This will be added to your account and must be paid along with your monthly HOA fee.

E. Payment, including late fees, not received by the Association at the close of business on the last business day of the current month shall be deemed delinquent.

F. The Association shall send one notice of delinquency to each owner deemed delinquent to be prepared and mailed as quickly as possible following close of the Association's books for the particular month.

G. Accounts remaining delinquent after 60 days from the original due date shall be subject to the full recourse allowed by the Declaration and law for collection of amounts owed.

H. All costs incurred by the Association in bringing or attempting to bring about collection shall be the cost of the delinquent owner.

I. The Association reserves the right to charge back any costs it incurs because of checks which are tendered on an account having insufficient funds.
1. The Association further reserves the right to refuse payment other than cash, cashiers or certified check or money order from owners who have had at least two checks tendered on accounts having non-sufficient funds within a twelve-month period.

Rummage Sale

Appendix C

B. Each unit owner may hold one rummage sale per year in conjunction with the Association-wide annual rummage sale.

C. During the rummage sale, the unit owner will be held responsible for any damage to the Common Elements.

D. The following guidelines apply to the Association annual rummage sale:

1. There will be one rummage sale per year.
2. The Board will determine the dates that will be announced at the annual meeting.
3. The sale will begin no earlier than 8:00 am and end by 5:00 pm daily.
4. Ther will be no other rummage or garage sales permitted at any other time during the calendar year.
5. A unit owner volunteer coordinator will be needed to handle the details of the sale. The coordinator will work with the Board as needed. If there is no volunteer coordinator, the sale date will be cancelled and not rescheduled until the following year.
6. The coordinator is responsible for the following:

a. See that each unit owner fills out a form supplied by the rummage sale coordinator.

b. Place association-paid ad in the local bulletin boards neighborhood internet, websites etc.

c. Post signs furnished by the Association at the entrance to the complex on the day before the sale and remove them the last day of the sale.

d. The coordinator may seek the help of several additional volunteers to assist in fulfilling the responsibilities for a successful sale.

7. Residents holding a sale are responsible for:

a. Keeping cars off the lawns, out of fire lanes and from blocking driveways.

b. Record any property damage to the unit owner's grounds on the unit owner's garage sale application. Turn applications over to management at the end of the sale.

c. Remove refuse from all common grounds at the end of each night of sale.

Satellite Dish Guidelines

Appendix D

In order to properly facilitate the installation of satellite dishes for Forest Point Condos, the following guidelines have been established by the Board of Directors. These are as follows:

A. All satellite dish requests must be made in writing to the Board OF Directors and the Management Company.

   1. All requests must include a diagram of where the dish will be placed and specifications on how it will be installed.
   2. All installers must provide a copy of insurance certificate.
   3. All owners must sign an agreement with the Association—Hold Harmless.
   4. Satellite dishes may NOT be installed on the roof—any siding on the building or exterior of the balcony. Installation on garage roofs shall be a last resort and at the discretion of the board of Directors. Violations of this paragraph will result in a **$300.00 assessment.**
   5. No dish may exceed 28 inches in diameter. *Subject to change in size.*
   6. Installation of wiring feeds may not exceed the height of two feet when penetrating the building exterior.
   7. Any wiring runs on the exterior of the building may not exceed 15 feet in length.
   8. No dish height shall exceed the height of the windowsill.
   9. Actual installation of satellite dish cannot begin until authorized by letter from the management company.
   10. Violations of any of these guidelines will result in a $150.00 assessment—except for number 4 above.

Rental of Units

Appendix E

If a unit owner is interested in renting out their unit, there is a protocol to follow.

1. The unit owner cannot be delinquent in any form of Association dues, fines or monies owned to the Association.
2. There is a mandatory rental packet to be completed by the unit owner and perspective tenant that includes credit and background check, rental application tenant information form and signed lease documents.
    a. For the safety of the Association, all perspective tenants must have a background check.
    b. All information is kept confidential and is on file at the management company.
3. Pet information including a photo of the pet(s) must be filled out.
4. Sign off on the Rules and Regulations of the Association must be submitted with the rental packet.
5. All documents must be sent to management and approved prior to the tenant moving in.
    a. Failure to do so will result in fines until corrected.
    b. Any legal fees incurred will be the responsibility of the unit owner.
6. At least three Board members must be in agreement with the approval of a tenant.
7. The Board of Directors has the right to refuse any potential tenant.
8. The Board of Directors is not responsible for rushing through completion of an application approval for any potential tenant.
9. Each time the tenant changes, new forms must be completed and approved as outlined above.
10. Unit owners are responsible for their tenant(s). Including ay fines levied according to the Rules and Regulations of the Association.
    a. All tenants must follow all Rules and Regulations of the Association.
11. There will be a fee of $100 per application in the form of a check ONLY made out to Forest Point Condominiums.
    a. The fee is nonrefundable regardless if the tenant(s) are accepted.