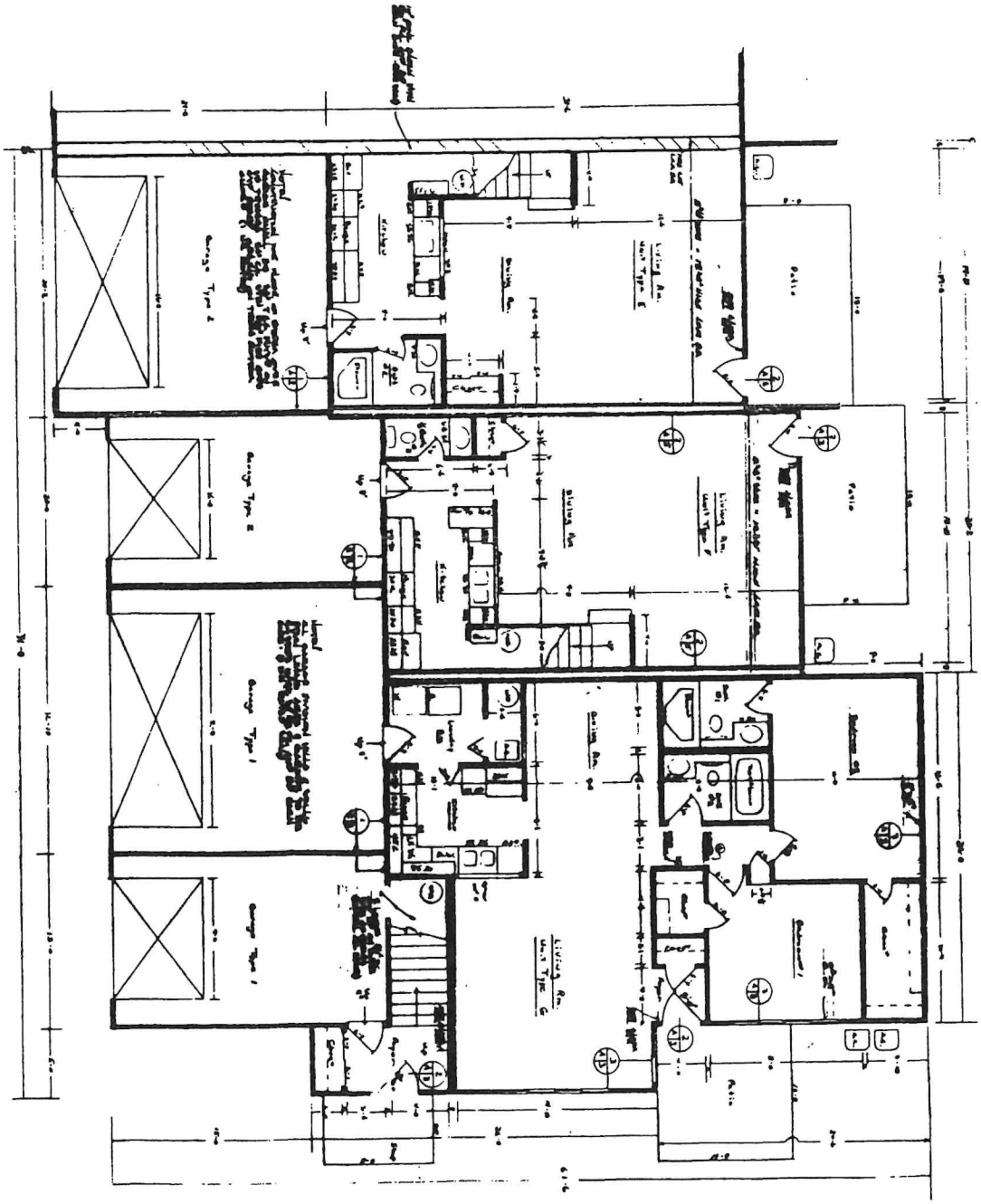
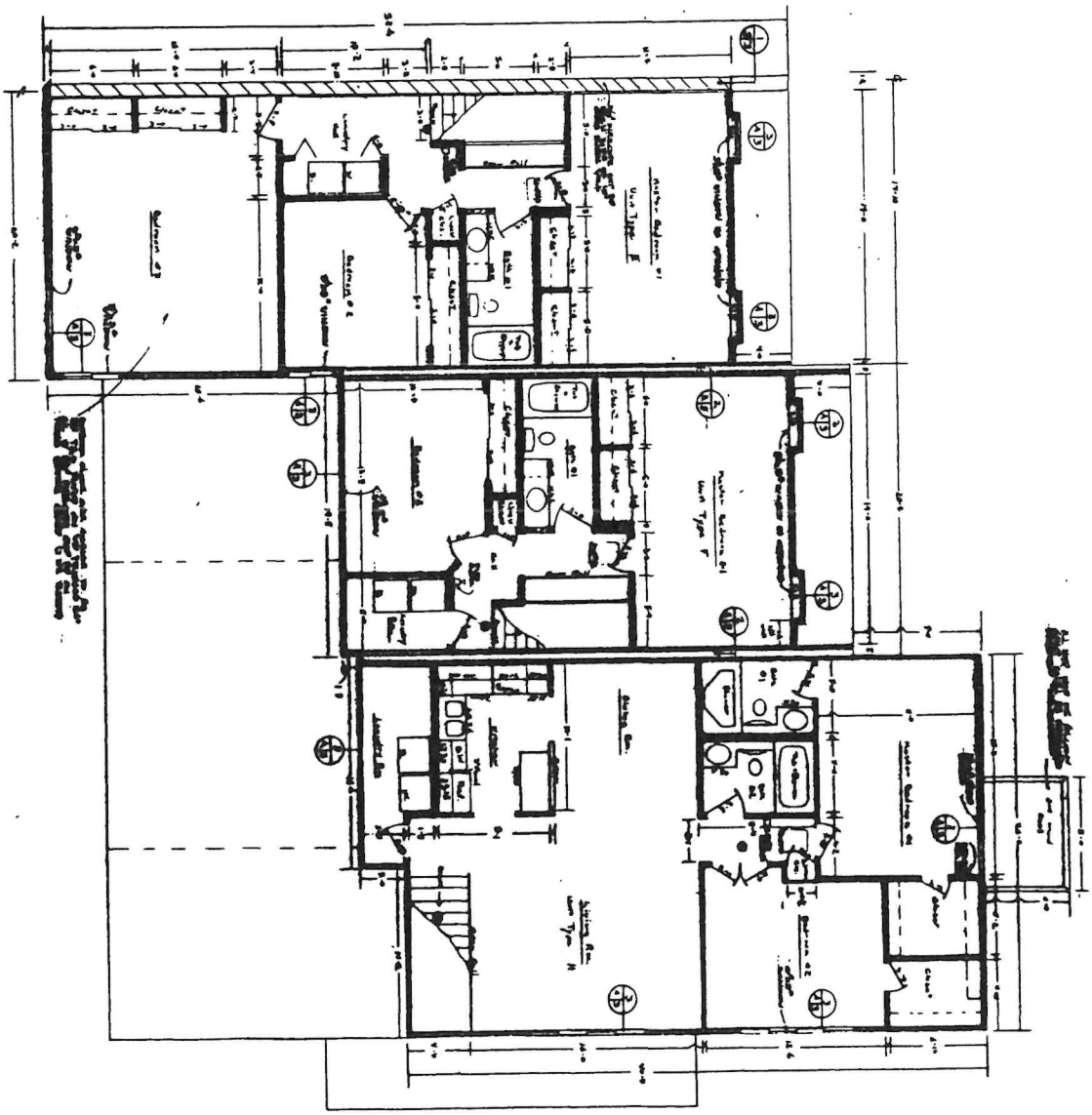
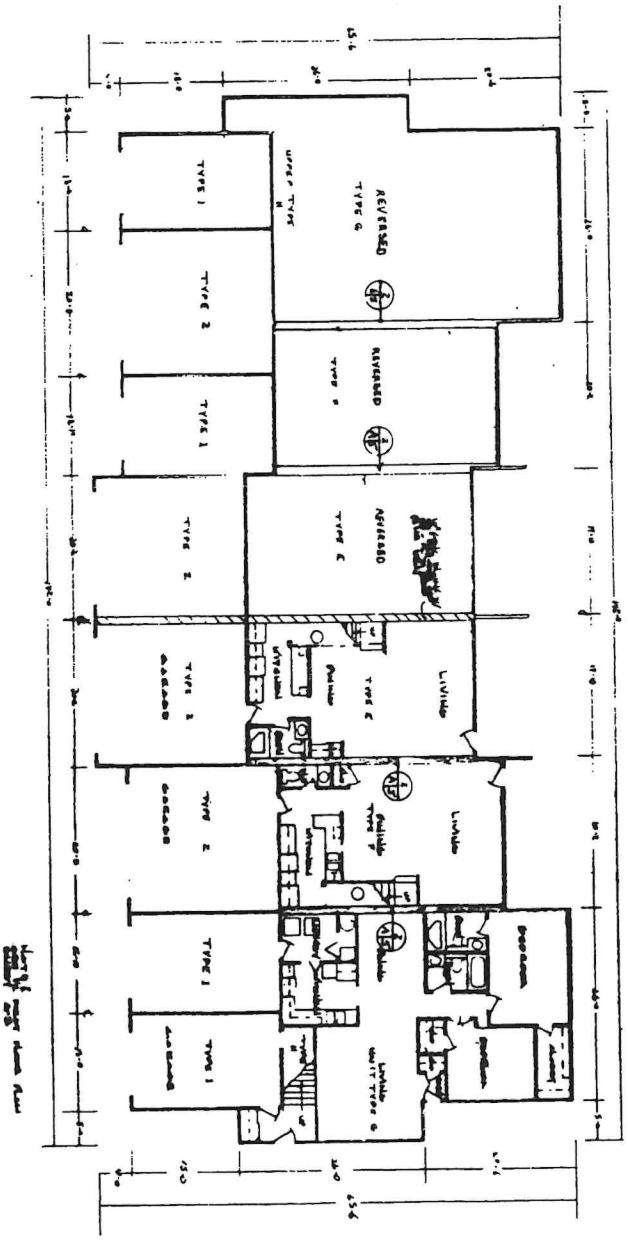
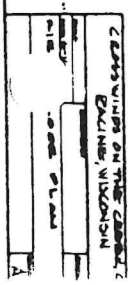


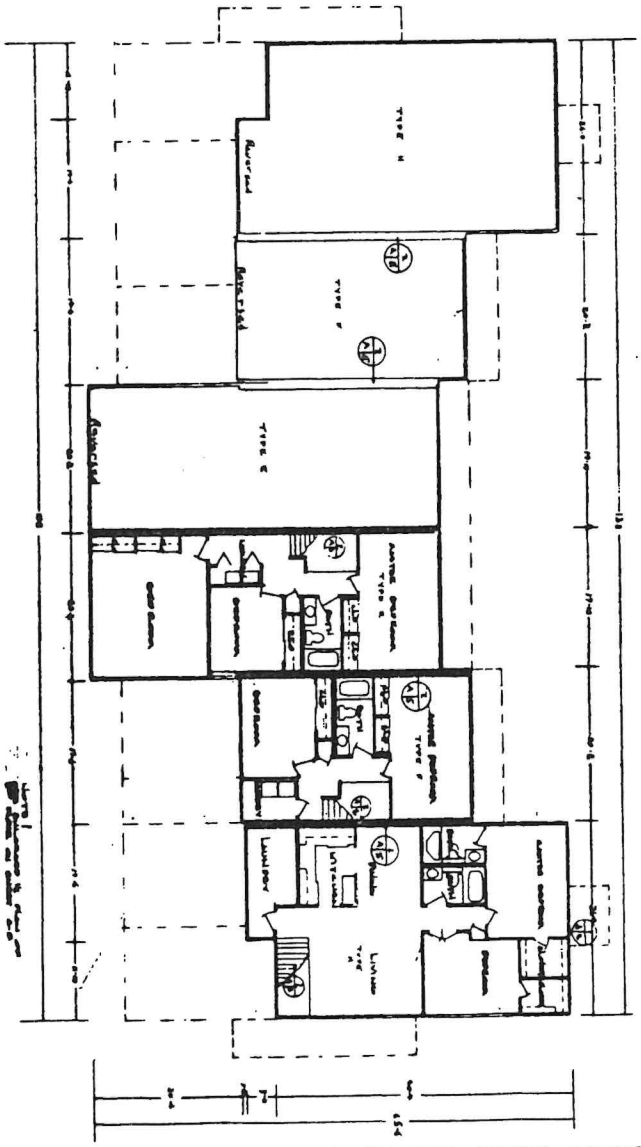
BUILDING 4 CROSSWINDS ON THE CREEK CONDOMINIUM
RACINE COUNTY, WISCONSIN

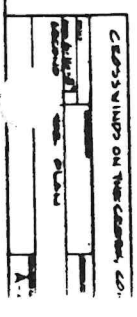


BUILDING 4 CROSSWINDS ON THE CREEK CONDOMINIUM
RACINE COUNTY, WISCONSIN









BUILDING 4 CROSSWINDS ON THE CREEK CONDOMINIUM
RACINE COUNTY, WISCONSIN

NM
&B

Nielsen Madsen & Barber

Consulting Civil Engineers
1339 Washington Avenue
Racine, Wisconsin 53403
Racine 414/634-5588
Kenosha 414/552-7902

John H. Nielsen, P.E., R.L.S.
Walter R. Madsen, P.E., R.L.S.
James D Barber, P.E.
James E. Robinson, R.L.S.
Robert L. Duffeck, R.L.S.

August 6, 1987

Job No. 87005

Expansion Area

Crosswinds on the Creek

That part of the Northwest ¼ of Section 14, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows: Commence at the North ¼ corner of said Section 14; run thence S01°46'23"E 1381.45 feet to the projected South line of Mariner Drive; thence N60°35'01"W 810.22 feet along said South line to the point of beginning of this description; run thence S29°24'59"W 50.00 feet to the point of curvature of a curve of Northwesterly convexity whose radius is 237.23 feet and whose chord bears S13°50'10"W 127.43 feet; thence Southerly along the arc of said curve 129.01 feet; thence N86°11'43"W 163.27 feet; thence N29°24'59"E 243.32 feet to the South line of Mariner Drive; thence S60°35'01"E 113.00 feet along said South line to the point of beginning. Containing 0.599 acre.



Robert L Duffeck

Crosswinds on the Creek Condominiums

Rules and Regulations

Revised September 2016

ASSOCIATION VERSUS OWNER RESPONSIBILITY CHECKLIST

(MAY NOT BE ALL INCLUSIVE)

ITEMS:	ASSOC.	OWNER
Appliances		X
Components of plumbing, heating, electrical, telephone, cable system, common to more than 1 unit	X	
Electricity used for common areas	X	
Electricity used in or for each unit		X
Exterior siding	X	
Exterior surface of garage doors (painting/general repairs)	X	
Exterior utility & plumbing equipment serving more than 1 unit	X	
Fire alarms (Tested annually in the ~~Spring~~ Fall)	X	
Fireplace & chimney		X
HEATING + Hearing & air conditioning system, water heater		X
Inner surface of walls, ceiling and floors		X
Landscaping & snow removal	X	
Municipal water & water services	X	
Outdoor light bulb replacements	X	
Repair/painting of patio/balcony	X	
Repair/replacement to common areas when damage is due to unit owners' negligence		X
Roofs and gutters	X	
Smoke Detectors		X
Storage area		X
Walkways, driveways, parking areas, and water main easements	X	
Windows, moldings, window frames, doors (including glass), garage doors		X

TREES, FLOWERS & MULCH

1. Any unit owner wishing to have a tree or shrub installed must submit a request form, complete with a site map and tree type to the Board of Directors. Prior to submission of the request form, agreement must be reached with other residents in the building as to the location. The unit owner requesting the tree or shrub will be responsible for its cost, including installation and its removal, should that become necessary.
2. At the owner's expense, annuals, perennials or bulbs may be planted in **pots only**, never in the grounds.
3. No climbing plants or trellises are to be planted on or near the buildings.
4. It is the unit owner's responsibility to remove dead annuals in the fall.
5. Plantings in pots are not to obstruct access to faucets, downspouts, air conditioner units, walkways or driveways at any time.
6. The Board of Directors has the right to remove any potted plants for safety reasons.
7. Shrubs and trees are maintained by the Association's grounds contract. Unit owners are **not** to trim shrubs or trees around their buildings. Notify Maintenance Grounds Director.

BIRD FEEDERS

1. Bird feeders, feeding sacks - one per unit and not attached to the building in any way shape or form are permitted. **NOTE** Feeders promote weeds, create dirt fill in stones, and draw rodents. Requires weed spraying. Owners must clean up the area.

GRILLING

1. Any type of grill (charcoal, natural gas, propane, etc.) is not allowed on balconies or patios at any time. (Mt. Pleasant Ordinance).
2. All such grills (that follow local and state codes) may only be stored in a unit owner's garage and not on any of the common elements or limited common elements.
3. Grilling may only be done on the unit at least 15 ft. away from any building. (Mt. Pleasant Ordinance)
4. No grills shall obstruct any exit from a unit.

PETS

1. ONE (1) dog or TWO (2) cats are allowed. Pet size limited to 30 lbs. NO EXOTIC ANIMALS.
2. All pets shall be current with all vaccinations.
3. All pets must be kept on a leash or carried at all times when not in the unit. (Mt. Pleasant Ordinance)
4. No pet shall be permitted to be tied up and left outside.
5. No pet shall cause a nuisance or disturbance (loud or constant barking, digging, running loose, climbing or scratching. etc.)
6. Unit owners must clean up after their pet promptly.

7. Repair or replacement of grass or property resulting from pet-related damage is the responsibility of the pet owner. The pet owner will be invoiced for any actual cost of repair done by the lawn care contractor.

NOISE

Noisy tasks should be conducted with respect for others.

SIGNS

No signs, including but not limited to advertising, political, sale or rental of a unit, shall be allowed in the common areas. Rental and/or For Sale signs may only be posted on the inside of the windows or doors. The only exception to this rule is during an "Open House" when realtor directional signs may be displayed. Such signs are to be removed immediately upon the ending of the Open House.

PARKING

1. **Resident Parking:** Residents are to park in their garage only or on the street. 1 Car owner(s) have an additional designated & numbered space, which they own. Please do not park in another unit owner(s) parking space without their permission.
2. **Guest Parking:** Guests may park in the Visitor Parking Spaces or Street parking is the other option. Inform a Board member if a guest will be staying longer.
3. **Access to sidewalks, mailboxes or garages:** Residents and guests are **NOT** to block access to sidewalks, driveways, mailboxes or garages.
4. **Covering Vehicles:** Covering vehicles anywhere outside of a unit owner(s) garage is **NOT** allowed.
5. **Long-term parking:** Storage of a vehicle is allowed only in unit owner(s) garage and not in a designated or numbered parking spot.

GARAGE USE

No major mechanical work is to be done in the garage - **GARAGES ARE FOR CARS** - according to bylaws. PLEASE keep the garage door closed whenever possible.

GARBAGE

1. Trash should be stored in the unit owner(s) garage in containers provided by Mt. Pleasant.
2. Containers should **NOT** be placed at the curb more than 24 hrs. prior to pick-up.
3. Recycables are scheduled for pick-up every other week.
4. When a holiday occurs, pick-up will be done one day late.
5. Missed pick-ups must be returned to the unit owner(s) garage until the next scheduled collection day. All containers should be removed from the street as soon as possible. after pick-up.

GAZEBO

The Gazebo can be reserved for private parties by contacting the Treasurer. Please take care of clean up.

DECORATIONS - DECK/PATIO

Seasonal decorations on decks or patios are allowed. Decorations must **NOT** be permanently attached to the structure and must be taken down within a timely manner.

USE OF PROPERTY

A unit owner or renter shall not place any furniture or objects in the common elements, only on their limited common elements (patio or deck).

SATELLITE DISHES

The following procedures **MUST** be followed:

1. A request in writing must be submitted to the Board of Directors for review. The request must be accompanied with a site map including a wire-routing plan, a description of the size of the dish, and the location on the patio, balcony or any other location where the resident wishes to have the dish placed. (Permission from an owner must be granted if dish infringes on their property.) Please refer to the Association bylaws regarding use of the common area and affixing anything to the building.
2. The Board will review each request to determine if the location and plan is acceptable.
3. The Grounds Maintenance Director will respond to the unit owner in writing relating the Board's decision. If the plan is approved, a release form will be included.
4. No prep work or installation is allowed to begin until all paper work below along with the date of installation has been reported to the Grounds Maintenance Director:
    a) The response letter from the Grounds Maintenance Director advising the Board's decision
    b) A signed release form
    c) A copy of Certificate of Insurance for the Installer
    d) A notice of installation including Date and Time
    e) When the satellite dish is removed, owner is responsible for repairing holes or any other damage.

STORM DOORS, GARAGE DOORS, ETC.

Prior to replacing your garage door, storm door, inner door or windows, you must check with the Board for currently acceptable models allowed to be installed on the building.

GARAGE SALES

One (1) All Association garage sale per year. Parking shall be permitted on the street only during the sale hours. No parking on property, driveway or on the grass.

PROCEDURE FOR CONFLICT RESOLUTIONS

- Begin by talking to the party involved.
- If that doesn't resolve the issue, contact a Board member either by phone or in writing.
- The Board will address the problem attempting to bring it to resolution.
- If that attempt fails, the Board will bring the situation to some kind of workable
- conclusion.

MISCELLANEOUS

1. No riding of bikes, skateboards, etc. on walk ways,in courtyard, gazebo, and all condo property.**ALL VISITORS SHOULD BE INFORMED OF THIS.**
2.. Unit owner(s) shall be liable to the Association for damage to common elements caused by unit owner(s), guests, or renters of the unit owner(s).

COURTESY LIGHTS

1. Buildings 1, 2, & 3 - Automatic patio light sensors are on the **even** numbered units and garage lights are on the **odd** numbered units.
2. Building 4 - Automatic patio light sensors are on Units 26, 27, 30 & 32 and automatic garage lights are on Units 25. 28, 29 & 31.

Although these Courtesy lights benefit all of us, the unit owner(s) are responsible for the electricity.

The Association will furnish the bulbs. It is the responsibility of the owner(s) to contact the Grounds Maintenance Director or Co-Director for replacement of bulbs.

COMMON EXTERNAL WATER FAUCETS

External water faucets are shut off November 1 and reopened May 1.

Shut offs are located in various units:

Building 1 - Units #1, 3, 5
Building 2 - Units #9, 11, 13
Building 3 - Units #17, 21, 23
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WINTER PREPARATIONS

All furniture, mats, etc. must be removed from the lower unit patios to accommodate the snow removers or snow will not be removed.

FIRE ALARM SYSTEM

Located in each unit, it is designed to warn residents in that specific building only. It **DOES NOT** notify the Fire Department - you must call the Fire Department. Fire alarms are tested each year by the Grounds Maintenance Director & Co-Dirctor.

Each unit has a Smoke Alert. New Federal regulations require a Carbon monoxide alert also be installed because our units have attached garages. Batteries should be checked periodically.

EMERGENCY CONTACTS

Unit owners are responsible to furnish an emergency contact - name and phone number - to their building captain..

GROUNDS MAINTENANCE DIRECTOR & CO-DIRECTOR are not to be considered the handyman responsible for such things that are the responsibility of the unit owner(s).

REMEDIES AND FINES

The following is a schedule of the fines that will be imposed under these rules and regulations, pursuant to the provisions hereof, as a result of an owner's violation of or non-compliance with bylaws, rules, regulations, covenants, conditions or restriction.

a) A WRITTEN WARNING for an owner's first violation of or non-compliance with a specific bylaw, rule, regulation, covenant, condition or restriction.
b) FIFTY DOLLARS ($50.00) for a second violation of or non-compliance with a specific bylaw, rule, regulation, covenant, condition or restriction after 10 days in which the owner(s) received a written warning pursuant to paragraph (a) immediately above.
c) ONE HUNDRED DOLLARS ($100.00) for each successive violation of or non-compliance with a specific bylaw, rule, regulation, covenant, condition or restriction for which the owner(s) received a written warning pursuant to paragraph (a) immediately above, and incurred the imposition of the fine prescribed in paragraph (b) immediately above.
d) UNPAID LATE FEES, FINES AND AND/OR LEGAL FEES assessed against individual unit owner(s) will be collected through the Association delinquency process as stated in the bylaws.

A unit is described as a space whose boundaries are the inside of the exterior walls, ceilings, and floors, the garage and garage door, all windows and doors to the unit. Everything found within these boundaries is owned by and therefore the responsibility of the unit owner.

Crosswinds on the Creek Homeowners Association

September 18, 2015

Re: Amendment to by-laws Article VII. Section I. Sales and Leases

Dear Homeowner:

At the special meeting for homeowners, the amended Article for Sales and Leases, as recommended by the board of directors, was approved by the majority needed per Article XIII. Section I. of the by-laws.

It is required a copy of this amendment be included in your packet of information for your condominium. A separate page is attached for you to insert in your packet.

Thanks to all who attended the meeting. If you have any questions, don't hesitate to call a board member.

Sincerely,

Catherine Anderson

President, Crosswinds on the Creek Board of Directors

Article VII. Section I. Sales and Leases

Unit owners may sell or lease their units or any interest in the units provided the provisions of the Article are followed. A unit owner's sale of the unit shall include the sale of; (a) the undivided percentage interest in the common and limited elements belonging to the unit; (b) the interest of the unit owner in any units previously acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease of those units, if any; and (c) the interest of the unit owners in any other assets of the Association.

There shall be no more than three (3) non-owner occupied units at one time. Under exigent circumstanced, unit owners may petition the Board of Directors for a waiver of the of non-owner occupied units. Units may not be rented for less than 1 year.

Amended May 11, 2013

Crosswinds on the Creek Condominiums

Rules and Regulations

Revised September 2016

7. Repair or replacement of grass or property resulting from pet-related damage is the responsibility of the pet owner. The pet owner will be invoiced for any actual cost of repair done by the lawn care contractor.

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March 31, 2005

To: All Crosswinds on the Creek Homeowners

The Wisconsin Department of Regulations & Licensing has established new regulations for Condominiums and their Condominium Documents. They must be current and each owner must have a copy. In order to comply with these new regulations, we the Board are in the process of reviewing all our documents and gathering other information that will be required.

Over the years we have adopted changes in our bylaws, etc., but have never incorporated them into our documents. Below are listed the Articles affected. The attached copy of these Articles as they should read must be included in your copy. These documents must always remain with the Condominium. In the event the unit is sold, they must be given to the new owners.

If you do not have all these documents, please let me know. We can have duplicates made for you, however there will be a charge to you. If you have questions, you can contact any one of the Board members.

Bylaws Changes:

Page 1, Article I.	Section 3.	Office and Mailing Address	2005
Page 1, Article II.	Section 1.	Number & Qualifications	1/4/89
Page 2, Article II.	Section 4.	Election & Term of Offices	1/4/89
Page 5, Article III.	Section 1.(c)	Annual Meeting	1/4/89
Page 7, Article IV.	Section 1.	Designation, Election & Removal	1/4/89
Page 12, Article V.	Section 4.	Payment of Common Expenses	1997
Page 21 Article XII.	Section 1.	Adoption of Fiscal Year	1/4/89

Crosswinds on the Creek Board of Directors

Catherine M. Anderson
President

AMENDMENTS TO THE BYLAWS OF
CROSSWINDS ON THE CREEK CONDOMINIUM OWNERS' ASSOCIATION, INC.

ARTICLE I. SECTION 3. OFFICE AND MAILING ADDRESS

Amended Article to read: The office and mailing address of the Association and of the Board of Directors of the Association ("Board of Directors") shall be located at the address of the current President of the Association.

ARTICLE II. SECTION 1. NUMBER AND QUALIFICATION

Amended Article to read: The Board of Directors shall be composed of five persons, each of whom w=shall be owners of units, fiduciary owners, members or employees of partnerships owners, or officers, stockholders or employees of corporate owners, and one of whom may be the spouse of a unit owner or a mortgagee of a unit, a fiduciary mortgagee, a member or employee of a partnership mortgagee or an officer, stockholder employee of a corporate mortgagee.

ARTICLE II. SECTION 4. ELECTION AND TERM OF OFFICES

Amended Article to read: At the first annual meeting of unit owners or a special meeting of unit owners subsequent to a change in the composition of the Board of Directors as specified in Article II. Section 1. of the Bylaws, the terms of office of two members of the Board of Directors will be fixed at three years, the term of office of two members will be fixed at two years, and the term of office of one member will be fixed at one year. At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners. The expiration of the first year will be deemed to be t the time of the next annual meeting.

ARTICLE III. SECTION 1.(c) ANNUAL MEETING

Amended Article to read: The annual meeting of unit owners shall be held on the second Monday of November each year. at such meetings the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4. of Article II. of these Bylaws. The unit owners may transact other business at the meetings as may properly come before them.

ARTICLE IV. SECTION 1. DESIGNATION, ELECTION AND REMOVAL

Amended Article to read: The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected annually by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be necessary. The President, Vice President, Secretary, and Treasurer must be members of the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President. Any officer may with or without cause, be removed by the Board of Directors, and a successor selected, by majority vote of the members of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting called for this purpose.

ARTICLE V. SECTION 4. PAYMENT OF COMMON EXPENSES

Amended Article to read: A late charge of up to $20.00 may be imposed by the Board of Directors against a unit owner if any balance in common expenses remains unpaid by the 5th day of the month when due.

ARTICLE XII. SECTION 1. ADOPTION OF FISCAL YEAR

Amended Article to read: The fiscal year of the association shall begin on the first day of November and end on the last of October in each year.

Crosswinds on the Creek Homeowners' Association, Inc.
Board of Directors

Catherine M. Anderson, President

Lillian Mathison, Vice President

Gary Gatzke, Secretary

Joyce Akin, Treasurer

Gordon Akin, Grounds Maintenance Director

March 31, 2005