# RULES AND REGULATIONS

# CHANGES AND ADDITIONS




# SHERMAN CREEK CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS ADDITIONS AND CHANGES

Association Condominium Documents Article 6, 6.4 of the Declaration and Article V, 5.2 of the By Laws, empowers the Board of Directors to adopt new, clarify, and expand existing Rules and Regulations.

The Rules and Regulations are intended to assist the Board in administration and enforcement of the Association Documents.

The Rules and Regulations are not intended to interfere with the use and enjoyment of the individuals unit, but to protect the physical and financial health of the Association and to address grievances and complaints of members.

Common and Limited Common areas of the Association belong to all members. Rules and Regulations relating to the use and upkeep of these areas is the responsibility of the Board of Directors working for all members.

The Board will make every reasonable effort to resolve conflicts in an agreeable, neighborly manner in keeping with the intent of the Declaration, By Laws, Rules and Regulations.

It is acknowledged that certain units were purchased directly from the developer, (Declarant) with certain concessions made, either recorded and/or implied. Such concessions are specifically restricted to the original purchase of the unit. Examples of concessions pertain to number and size of pets, satellite dish placement, plantings, fixtures placed, installed or attached to the common or limited common areas of the Association.

Any contested Rules and Regulations should be submitted in writing to the Board of Directors to address at their next scheduled meeting.

The attached Rules and Regulations are to be included with your condominium disclosure materials.

The mailing address of the Association is changed to:

N161 W19161 Oakland Drive
Jackson, WI 53037

Adopted by the Board of Directors on: 01/07/09

EFFECTIVE DATE: 02/01/09

CONDOMINIUM ASSOCIATION

# PAYMENT OF DUES AND FINES

Item 15, Page 15 of the Declaration
Liability for Common Expense

5.3 page 39 of By Laws—Common Expense
5.5 page 40 of By Laws—Default

Reasons for added clarification:

► Due to some unit owners, numerous late payments, and payments of less than the monthly assessment or fines, the following is being added:

- All payments are due IN FULL on or before the first day of each month.
- Any payment not paid IN FULL, when due, will be charged a late fee of $25.00.
- Any member of the association in default of any dues, fees, or assessments for more than 30 days will be sent a written notice of action to be taken:
  - Collection Enforcement.
  - A lien placed on property.
  - Notify the mortgage holder of the lien placed on property.
  - The unit owner will be responsible for all legal fees associated with the action taken.
  - The Association will prevent sale of property until of all charges, fees, and penalties have been paid.
  - A $25.00 processing fee will be charged for each check returned for insufficient funds.

*Late fees can be contested by calling the Association office at 262.677.1741. The Board will make every effort to resolve the problem with the offender by reviewing the reason for late payment and corrective action to prevent future late payments.

Adopted by the Board of Directors on: 06/18/08

EFFECTIVE DATE: 07/01/08

AMMENDMENT TO THE BYLAWS OF
SHERMAN CREEK CONDOMINIUM ASSOCIATION, INC.

"5.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operation fund" and the other the "reserve fund". The operating fund shall be used for all expenses of the Association which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, lawn care and snow removal, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then **the Board of Directors may levy an assessment against the Units which are subject to assessment equally, any and all sums as may be required to sufficiently fund and pay for the extraordinary expenses of the Association.** ~~such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary expenses of the Association, the directors may levy a further assessment against the Units which are subject to assessment equally.~~"

This amendment is herby adopted as of March 23, 2010 having been voted affirmatively by at least 67% of the voting members in person or by proxy at a special meeting called specifically for the purpose of amending the Bylaws.

CONDOMINIUM ASSOCIATION

**RULES AND REGULATIONS ADDITIONS TO ITEM 23B**
**PAGE 21 OF DECLARATION PERTAINING TO SIGNS**

**BY LAWS ARTICLE VI 6.1; PAGE 41**

As a result of numerous infractions, complaints and questions about signs, the Board of Directors has adopted the following additional Rule and Regulations pertaining to signs and their placement.

Condominium Documents give the Declarant (Builder), exclusive rights to place a sign at the unit for sale and at entrances to the property.

No sign of any kind shall be placed on the common or limited common area of the Association, with the following exceptions:

a. Signs pertaining to the sale of a unit may be displayed on the INSIDE window of the unit for sale.
   Village ordinance Chapter 14
   Page 79 12/2006
b. Removable for Sale signs, not exceeding 2 square feet can be placed at the South entrance of the Condominium entrance, at the corner of Sherman and Oakland and at the East entrance of the condominium complex on the corner of Jared and Maple. NOT in the Village right of way.
c. There will be a maximum of 4 signs per location permitted at any one time in addition to the Declarants signs.
d. Flags and open house signs can only be displayed in front of the unit for sale during the time the unit is open for inspection.
e. Rummage or Garage sale signs are not permitted at any time on Condominium property other than during the annual Jackson Day Rummage Sale.
f. Vehicle for sale signs can only be placed in the window of a vehicle for sale.
g. Request for a variance of the above Rules, must be submitted to the Board of Directors prior to placing a sign. Variance must receive written consent of the Board.
h. A small covered information box or tube for holding 8 ½ x 11 flyers can be placed AGAINST the front of a building for sale. The Information Box cannot be placed away from the building on common elements.
i. Signs that support or oppose a candidate for public office or a referendum question may be displayed in units, but not in common areas. Signs may be displayed 3 weeks prior to the election, and must be removed 72 hours after the election.

Sign type and placement must comply with the Village ordinance pertaining to signs, size, and location of placement.

The Village will remove any signs that are placed in the right of way. The Village right of way is established 40 feet back from the center of the adjoining roadway.

Adopted by the Board of Directors on: 3/23/2010
EFFECTIVE DATE: 04/01/2010

CONDOMINIUM ASSOCIATION

**RULES AND REGULATIONS ADDITION AND CHANGES**
**ARTICLE VI; 6.1e ANIMALS**
**BY LAWS, PAGE 41 AND 42**

Reason for added clarification:

- Pets are not the problem, the owners are.
- By Laws 6.1e, (i) thru (vi) of Sherman Creek Condominium Association, restricts pet ownership to the following:
    1. Unit owners may keep no more than one (1) pet per unit.
    2. Pets must be LESS THAN 26", paw to shoulder.

The Board of Directors has received numerous complaints regarding:

- Number and size of the pets.
- Pet owners leaving pets out unattended and not on leash.
- Pet owners do not pick up pet waste immediately.
- Pets causing damage to common and limited common areas.
- Habitual barking or howling of dog.

As a result, the following Rules and Regulations are being added to the By Laws:

1. No animal other than common household pets shall be kept or maintained in any unit. "Common household pets" are limited to dogs, cats, birds, hamsters, and fish only.
2. All animals must be registered at the Association Office, in order to assist unit owners and Board members in identifying and dealing with problem pet and pet owners. (Registration Form Attached).
3. Failure to register all pets will result in a one time fine of $50.
4. Any Unit Owner who adds a pet that exceeds the one (1) pet rule, will be assessed an initial one time fine of $200. In addition, a monthly $25 pet fee will be assessed until the violation has been resolved. If the violation is not resolved within 6 months, an additional assessment will be made.
5. Existing unit owners of pets that exceed the association guidelines will be required to sign a waiver, preventing the replacement of that pet. (See attached)

6. Upon the sale of a unit, it is the responsibility of the seller and his or her agent to inform the prospective buyer of the pet rules and regulations and of the Village Ordinance. NOTE: Chapter 8 of the Village of Jackson ordinances addresses animal restraint, licensing, noise, vaccination and removal of waste.
7. Any pet owner who fails to pick up and/or clean up immediately after their pet will be assessed $25 per occurrence and the cost of repairing lawn damage.
8. It is the responsibility of all unit owners to have their guests comply with the Association Rules governing pets.

If a unit owner is aware of violations to the Association Articles, By Laws, Rules and Regulations, they are strongly urged to address the problem in person with the offender in a reasonable way. Should all attempts to resolve pet conflicts fail, the Board of Directors will get involved to take action. The Board of Directors will need specifics in order to deal with the offending pet owner.

There may be instances where the offending individual does not live within the Sherman Creek Condominium Association. In addition to reporting the problem to the Board of Directors, a report should be filed with the Jackson Village Police Department.

It is acknowledged that certain units were purchased directly from the developer, with a pet ownership concession, which violated the pet owner provision of the By Laws. To the extent that such concessions were recorded and/or implied, such concession is specifically restricted to the original purchaser of the unit. Such concession is NOT extended to subsequent owners of such unit, or to the original purchaser with respect to a pet acquired subsequent to occupying the unit.

Adopted by the Board of Directors on: 1/07/09

EFFECTIVE DATE: 2/01/09

SHERMAN CREEK BOARD OF DIRECTORS

Charles A. Bisich President

Kathy Schulz Vice President

Diana Schoen Secretary

Mitzi A. Swedal Treasurer

Jerome Kyslinger Member at Large

CONDOMINIUM ASSOCIATION

# RULES AND REGULATIONS ADDITIONS AND CHANGES

6.2 Parking
Page 7 of Declaration

Reasons for added clarification:

- Complaints of vehicles parking on grass areas
- Oil running on roadways and parking on courts, drives, and circles

ADD

- Vehicles shall not be parked over public sidewalks or on grass areas
- All unit owners are required to park vehicles in garages or on approaches. Vehicles shall not be parked overnight on Common Areas of the Association.
- Parking on Jared Drive, Heather Lynn Circle, and courts is discouraged. Complaints from the Village that emergency vehicles have difficulty responding could result in posting these areas as NO PARKING Zones by the Village.
- It is the responsibility of unit owners to clean up any fluid spills from vehicles on drives. In the event of an unusual circumstance, special limited time parking permission can be granted by the Board of Directors. It is the responsibility of the unit owner to make the request by phone or in writing.

Attached is a copy of the Village of Jackson Ordinance, chapter 4, pertaining to Parking Regulations.

Adopted by the Board of Directors on: 06/18/08

EFFECTIVE DATE: 07/01/08

E. COMMERCIAL PARKING RESTRICTED: No commercially licensed motor vehicle, a bus, or a commercially licensed trailer shall be parked or stored on a public street or parking lot, except when loading, unloading, or rendering a service. (#99-21)

F. RECREATIONAL VEHICLE PARKING RESTRICTED: It shall be unlawful for any person to park house or vacation trailers, campers, motor homes, boats, or other similar vehicles within a public right-of-way for more than 72 hours. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues. (#96-16)

G. PARKING IN EXCESS OF 24 HOURS: Parking on any street, alley, or in a municipally owned or operated parking lot for a period longer than 24 consecutive hours is prohibited. (#95-16)

H. ALL NIGHT PARKING: When signs have been erected at or reasonably near the corporate limits of the Village as provided in Sec. 349.13, Wis. Stats no person shall park any vehicle on any Village street between 2:00am and 6:00am from Dec. 1 to April 1 except physicians or emergency calls and authorized emergency vehicles. (#00-01), and signed area on the south side of Georgetown Drive. (#00-16)

I. FIRE LANES.

1. No person shall park, stop, or leave standing any vehicle on public or private property posted as a fire lane. Such fire lanes will be established upon recommendation of the Fire Chief in the interest of public safety and needs of fire department operations.

CONDOMINIUM ASSOCIATION

**RULES AND REGULATIONS**
**6.3 SATELLITE DISH INSTALLATION**
**DECLARATION Page 7**

**6.3 SATELLITE DISH. There shall be no television satellite dish of any type placed upon any of the common Elements or Limited Common Elements without complying with this paragraph. The Unit Owner shall place the satellite dish in such a location as to minimize its obstruction and offensiveness to other Unit Owners either by location or by use of screening appropriate to the design, decoration and landscaping of the Condominium. The installation shall not affect the structural soundness or integrity of any building. The Unit Owner shall bear all costs associated with the installation of the satellite dish and with concealing the satellite dish from public view, including, but not limited to, the installation of shrubbery, partition wall or other such costs associated with the concealment of the satellite dish. The intention of this paragraph is to harmonize aesthetics with the Unit Owner's right to receive satellite signals to the extent possible. Any disputes under this paragraph shall be resolved by binding arbitration.**

Reason for added clarification:

- Some unit owners have contracted directly with satellite dish companies for installation. Some of these installations do not comply with the condominium documents and have resulted in damage to roofs and siding. Repairs of these damages cost all of the members of the association.
- Building or roof attachments of satellite dishes or antennas will no longer be approved.

The following guidelines will be used to reduce or eliminate damage to common or limited common areas of the association.

1. A ground mount is the only approved type of dish installation.
2. Other approved TV installations are, service provided through existing cable or telephone wire. AT&T U-verse service is now available and is provided through existing telephone wire.
3. Only one (1) service entry hole is permitted per unit. Wire distribution to multiple locations inside the unit is the owner's responsibility.
4. Wire clips or cleats can only be attached to trim boards. Wires cannot be attached to the siding of the unit.
5. Wires cannot be attached to siding, roofs, rain gutters or flashing.

6. The unit owner is responsible for all costs associated with the removal of installations when service is disconnected.
7. At the time of disconnection of service, the unit owner must pay all costs associated with the removal and repair of the Common or Limited Common Areas. Previous removals and repairs have cost the owner $200 to $400.
8. Failure on the part of a unit owner to comply with the above guideline will result with a minimum assessment of $200.
9. SATELLITE DISH INSTALLATIONS ARE NOT A TRANSFERABLE ITEM AT THE TIME OF SALE.

Adopted by the Board of Directors on: 1/07/09

EFFECTIVE DATE: 2/01/09

**SHERMAN CREEK BOARD OF DIRECTORS**

Charles A. Basich **President** Kathy Schulz **Vice President**

Diana Schoen **Secretary** Mitzi A. Swedel **Treasurer**

Jerome Kyplinger **Member at Large**

CONDOMINIUM ASSOCIATION

**RULES AND REGULATIONS CLARIFICATION**
**DESCRIPTION AND USE OF COMMON AND LIMITED COMMON ELEMENTS**
**DECLARATION 6.4; use Page 7**
**BY LAWS ARTICLE VI 6.3; PAGE 43**

Reason for added clarification:

Due to numerous questions and complaints as to what can or cannot be placed in or on the common or limited common areas of the Association, the Board of Directors has adopted the following guideline, additions, and changes to the present Declaration, By Laws and Rules and Regulations.

Presently Condominium Documents state:

1. USE 6.4, Page 7 of Declaration
   The manner of use of the Limited Common Elements shall be governed by the By Laws of, and such rules and regulations as they be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such By Laws and Rules and Regulations.

2. OBSTRUCTION 6.1b, page 41 of By Laws
   There shall be no obstruction of the Common Element and nothing shall be stored therein without the prior consent of the Association.

3. LIMITED COMMON ELEMENTS 6.3, page 43 of By Laws
   Every Unit Owner must maintain the Limited Common Elements appurtenant to his Unit in clean and proper condition. No objects or structures other than approved moveable furniture or decorative pieces shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every Unit Owner shall have the right to decorate the Limited Common elements appurtenant to his Unit in a non-structural manner provided that decorations which are visible to other Units or to the public, shall have the prior written approval of the Board of Directors of the Association.

Some questions relate to planters, planting, decoration, bird feeder, bird houses, furniture and grills. Other relate to increasing the size of a patio or adding permanent walls or decks.

Due to the lack of specific guidelines, some association members have just done their own thing, without getting approval from the Board of Directors, as is required in the Condominium Documents.

1. If you plant in the limited common area of your unit, you must maintain what you have planted, including weeding.
2. Obstruction of the common or limited common area is not permitted without the Board of Directors approval.

3. The planting of flowers, plants, trees or shrubs, or placement of lawn decorations, including decorative lighting, is not permitted in common areas.
4. No bird houses/bird feeders can be placed in any area that presents obstacles for lawn and snow removal contractors.
5. Bird houses and bird feeders on common or limited common areas:
    a. The locations of bird feeders and/or bird houses must be approved by the Board of Directors, along with a sketch showing number and locations, must be submitted in writing.
    b. A maximum of two (2) bird feeders or one feeder and one bird house is permitted per unit.
    c. Bird feeders or bird houses cannot be placed in areas subject to mowing or snow removal.
    d. When placed on common or limited common areas, the bird feeder should be of such that animals are not attracted to the feeder or the bird houses. The bird feeder should no cause weeds to spread when seeds fall on the ground.
    e. Placement of feeders on decks or railings is discouraged, as bird droppings damage painted surfaces.
    f. Requests for variance to the above rules must be submitted in writing, along with a sketch showing the number and locations, to the Board of Directors prior to placement or installation.

Adopted by the Board of Directors on: 1/07/09

EFFECTIVE DATE: 2/01/09

SHERMAN CREEK BOARD OF DIRECTORS

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Diana Schoen Secretary

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Jerome Kyslingyt Member at Large

CONDOMINIUM ASSOCIATION

## 9.5 Initial Working Capital and Reserve Fund; Resale of a Unit
## Rules and Regulations Addition to 9.5 of Declaration Page 11

- **Reasons for added clarification:**
  - **At the time of conveyance of a unit the purchaser of such unit shall pay the home owners association a one time contribution of twice the assessment in effect at the time of the sale:**
    - **One half put into reserve fund for future repair**
    - **One half put into working capital**
  1. **To comply with Jackson Village ordinances for repairs of walks, drives, and other items identified as in need of repair in the Common or Limited areas of the Association when a unit is sold.**
  2. **To offset the cost of copies of Executive Summaries, Budgets, Association records updates, mailings, Fax's, and long distance phone calls.**

**Note: Amounts paid pursuant here to are not to be considered as advance payment of the monthly dues. All monthly dues are due on the first day of each month.**

**Note: Items identified by the Village Inspector that need correction inside a unit are the sole responsibility of the unit seller.**

| | |
|---|---|
| **Adopted by the Board of Directors on:** | **06/18/08** |
| **Effective date:** | **07/01/08** |
| **Revision update:** | **08/12/08** |
| **Effective date of revision:** | **08/12/08** |

**Your Sherman Creek Condominium Board,**

_____ **President**

_____ **Treasurer**

_____ **Vice President**

_____ **Secretary**

_____ **Officer at Large**

CONDOMINIUM ASSOCIATION

## 9.5 INITIAL WORKING CAPITAL AND RESERVE FUND RESALE OF A UNIT

## RULES AND REGULATIONS ADDITION TO 9.5 OF DECLARATION PAGE 11

► Reasons for added clarification:

- All future conveyances of a unit shall pay the homeowners association a one time contribution of twice the assessment in effect at the time of the sale:
  - One half put into reserve fund for future repair
  - One half put into working capital

1. To offset the cost of copies of Executive Summaries, Budgets, Association records updates, mailings, fax's, and long distance phone calls.
2. To comply with the Village of Jackson ordinances for repairs of walks, drives, and other items identified as in need of repair in the common or limited areas of the Association when a unit is sold.

Note: Amounts paid pursuant here to are not to be considered as advance payment of the monthly dues.

Note: Items identified by the Village Inspectors inside a building are the sole responsibility of the unit seller.

Adopted by the Board of Directors on: 06/18/08

EFFECTIVE DATE: 07/01/08

SHERMAN CREEK

CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS ADDITIONS AND CHANGES ISSUES FOR ADDED CLARIFICATION OF:

SECTIONS 10 OF THE DECLARATION (Page 11)

10.1 Common Elements

10.2 Individual units and limited common elements

And

ARTICLE VI OF THE BYLAWS

Duties and obligations of unit owners (Pages 41 & 43)

6.1 b) Obstructions

c) Increased Insurance Rates

6.3 Limited Common Elements

Reasons for Added Clarification

a) Ongoing issues pertaining to use and storage of grills and fire pits
b) Ashes from grills and fire pits deposited in planting beds
c) Grease from grill overflowing on drives and sidewalks
d) Unit owners and renters attempting to negotiate variances of Association Rules and state Fire Codes with the Jackson Fire Department
e) Building occupants adding or leaving unapproved items in the common or limited common areas of the association without approval
f) Failure to get a board approval to add decorations, furniture, signs, flags, satellite dishes , trees, shrubs, Etc.

The board has spent an excessive amount of time and association funds attempting to respond to unit occupants' questions and complaints of the issues.

The board is responsible to ensure the property is maintained in a clean, sanitary, safe, and attractive condition without continual policing of the buildings and grounds.

To address these problems, the board has adopted the following addition to the rules and regulations.

1. No grill, Hibachi, Fire Pit, or similar devices can be used or stored on decks or patios of 8 unit buildings.

2. Grills and Fire Pits, when cooled, must be returned to an approved storage area. Not left on drives, sidewalks, courtyards, common or limited common areas of the association.
3. Grease spills must be cleaned up immediately and ashes disposed of properly when cool.
4. Other items not to be left or stored in the common or limited common areas of the association include trash and recycle bins, basketball hoops, pools, garden tools, signs, flags, boats, trailers, ATV's, Pods or recreational vehicles, any discarded containers, boxes, electronics, or appliances WITHOUT APPROVAL. This is not all inclusive, but to be used as a guide.
5. Decorations of any kind cannot be mounted on the siding of any building without board approval. Repair of damages siding will be billed to the owner of the unit.

Approval requests must be submitted in writing to the Board for review and approval at its monthly meeting. Questions can be submitted to our Management Company or Association office.

ADOPTED BY THE BOARD OF DIRECTORS ON 6-20-16

EFFECTIVE 6-20-16

PRESIDENT

VICE PRESIDENT

SECRETARY

TREASURER

OFFICER AT LARGE

SHERMAN CREEK
CONDOMINIUM ASSOCIATION

Bylaws - ARTICLE VI – Duties and Obligations of Unit Owners
6.1 Rules and Regulations

Sherman Creek Condominium Documents
4. Rules and Regulations
K. **Violation Fee Schedule** (add)

Reason for addition: To clearly define what non-compliance qualifies as minor and major owner violations to Sherman Creek Condominium Association (SCCA) bylaws and its Rules and Regulations, and the related fees (by type and number of offenses) that will be levied against owners for non-compliance to or for violation of said Bylaws and/or Rules and Regulations.

**Minor Violations**:

- First Offense: Warning Letter or $50.00 fine (SCCA Board discretion) and a reminder notice of the violation fee schedule.
- Second Offense: $50.00 fine.
- Third Offense: $125.00 fine.
- Additional violations of the same offense, $250.00 fine per offense.

**Major Violations**:

- First Offense: $300 fine plus all related expenses, including but not limited to special meetings, management company engagement/research and/or restoration costs incurred by the SCCA to rectify the violation.

**Definitions**:

SCCA: Sherman Creek Condominium Association

Minor violations include (but are not limited to) failing to clean up after your pet, pet violations, unauthorized vehicles/parking, improper exterior storage, noise violations.

Major violations include (but are not limited to) unauthorized construction (interior or exterior); safety violations, unauthorized modification of or damage to elements in common areas or renting out a unit without proper advance notice and approval by the SCCA Board.

**NOTE**: Violation severity is up to the discretion of the SCCA Board.

This schedule was sent to SCCA owners 30 days prior to the January 15, 2024, Annual Meeting and was included in the meeting discussion. No changes were noted. The SCCA Board will adopt the violation fee schedule into the SCCA governing documents at one of the regularly scheduled board meeting in early 2024.

Scott Mittelsteadt
SCCA Board President
262-707-93760 or email at shermancreek@charter.net

**Violation Fee Schedule**

Adopted by the Board of Directors on: 04/15/2024
EFFECTIVE DATE: 04/15/2024

SHERMAN CREEK BOARD OF DIRECTORS:

President
Scott Mittelsteadt

Vice President
Sharlae Berte

Secretary
Barbara Marlin

Treasurer
Renee Pytel

Member at Large
Ann Thiessen

Member at Large
Tony Gilerovich