SPRING MEADOWS CONDOMINIUM ASSOCIATION

RULES & REGULATIONS

Updated August 14, 2019

Owners should become familiar with and understand all the Association governing documents, including the Declaration, Bylaws, and these Rules and Regulations.

I. Association dues are to be paid on the first of each month.

II. Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two months' installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

A. When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;

B. When the transfer is solely between spouses and/or domestic partners;

C. When the transfer is solely between a parent and his, her or their child; and

D. When the transfer is to or from the Association.

III. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

A. The units shall be used for residential purposes. Any garage space shall not be used for any purpose other than as a garage, except with the advance written permission of the condominium Association Board of Directors.

B. The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.

C. No nuisances shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents. The Association shall enforce quiet hours between 10pm and 8am daily.

D. No immoral, improper, offensive, or unlawful use shall be made of the Property, and all valid laws, zoning ordinances and regulations of all governmental bodies having

jurisdiction over the Property shall be allowed. Compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair the affected portion of the Property.

E. A unit owner shall not place any furniture, packages or objects in the common elements unless permitted by the Board of Directors, A unit owner shall place only those items on the deck, patio, balcony, or driveway parking space assigned to the unit as approved by the rules and regulations adopted by the Board of Directors.

F. In order to provide uniformity throughout Spring Meadows, the Board requires that the common area of front porches, patios, decks and surrounding common area not be accessorized with worn-out benches, broken pottery and any other items in disrepair.

Bench colors must be of neutral color in the shades of brown, white, off white or the same color as the front door. All benches, chairs, pots, statues and any other accessory must be kept in good quality appearance.

No common area should have fountains of any kind. Spring Meadows maintains 3 ponds and 4 water fountains and feels that is sufficient.

A reasonable number of potted plastic flowers can be located in the common area.

Personal seasonal plants need to be removed when they have expired.

If the Board takes notice, during a routine walk around, of an item that needs attention, they will ask the property manager to notify the owner that they have a choice to repair or remove the item.

G. Occupancy of any unit in the condominium shall be limited consistent with the Wisconsin State Statutes.

H. No draperies, curtains or screening shall be used or displayed to exterior view having other than a neutral color.

I. No sign of any kind shall be displayed to the public view on or from any unit or the common or limited common areas without prior consent of the Board of Directors. However, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is less than 24 inches by 24 inches in size and is removed within 7 days of the pertinent election or vote. In addition, one For Sale sign per unit may be displayed in the unit's window, and if an open house is to be held, a sign indicating the open house may be placed on the exterior of the unit the day of the open house.

J. No motor vehicles shall be used, stored or maintained on the real estate subject to the Declaration, except pickup trucks and standard automobiles including sedans, coupes, station wagons, convertibles, sports cars, economy cars and antique automobiles, without the prior written consent of the Association Board of Directors.

This restriction shall not be construed to prohibit deliveries of products, moving of personal effects or service vehicles from having access to all units during reasonable hours or in case of emergency. This restriction shall apply to all power-driven vehicles including trucks (except pickup trucks) , commercial vehicles, utility trailers, boat trailers, recreational vehicles, motor homes, campers, all-terrain vehicles, snowmobiles, mini-bikes, and the like unless specifically exempted as hereinbefore provided. Only street legal and State licensed motorcycles are allowed on the Property. Unit owners are prohibited from parking and advertising motor vehicles that are for sale anywhere on the common grounds. The unit owner shall not park or store any vehicle, other than vehicles which may be licensed as automobiles and pick up trucks, or perform any repair work of any sort upon any type of vehicles (except in the case of an emergency), on any part of the common elements or limited common elements, including but not limited to outside parking areas. Unit owners are prohibited from parking and advertising motor vehicles that are for sale anywhere on the common grounds.

K. In the event any unit owner, occupant, guest, invitee, family member, or licensee shall dismantle or otherwise make inoperative any motorized vehicle on the common elements, except for temporary and emergency repairs, and refuse to remove same within twelve (12) hours after receipt of written notice to immediately repair or remove said motorized vehicle, the Board shall have the right to enter on the common elements and remove therefrom said inoperative motorized vehicle. The costs of removal and storage of said vehicle shall be assessed against the unit owner and shall become collectable as herein provided for any assessment. Parking is allowed in designated areas only, and is never allowed on the main roadways. Common parking areas are intended for guests and/or service vehicles and are not to be used by Unit Owners as permanent parking spaces. Access to the main roadways needs to be open at all times to allow emergency vehicles to enter and exit swiftly.

L. Trash, garbage, and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy, and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Association Board of Directors. Refuse containers shall be kept inside of the garage portion of the unit or the unit until the day before is to be picked up by the refuse hauler at which time same shall be placed outside in the duly designated area: The containers, once emptied shall be returned to the inside area within twelve (12) hours after the refuse has been picked up.

M. Fencing and screening or enclosing of patios, decks, or balconies shall only be done with the prior approval of the Association Board of Directors. The installation, repair and maintenance of same shall be the expense of the Unit Owner. Failure to repair and maintain same in a safe and sightly manner shall be grounds for the Board, at its option, to remove or repair same and assess the cost of same to the Unit Owner.

N. Periodically, the Association will hire a contractor to clean the dryer vents in units for safety purposes. Unit owners are responsible for the cleaning and maintenance of the interior of the dryer vent lines on a regular basis.

O. The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

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

2. No satellite dishes or antennas may be placed in the common area, except attached to the corner board immediately adjacent to the patio for upper units, or for lower units, within 2 ft. of the patio, mounted on a pole no more than 3 feet tall.

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

4. Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the front or side of the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).

5. 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.

P. The ponds are constructed for drainage purposes only and are maintained in accordance with DNR regulations. No person shall be permitted to feed the wild animals, including but not limited to geese, ducks and raccoons at any time as it is a health hazard and encourages the animals to return to the property. Fishing, swimming, ice skating and any other activity on, in or around the ponds is prohibited.

Q. No person shall place or store ashes or cinders, or greasy or oily substances liable to spontaneous ignition, in any combustible receptacle, or place the same within ten (10) feet of any combustible materials, except in approved metal or other noncombustible receptacle. Such receptacle, unless resting on a noncombustible floor or on the ground outside the building, shall be placed on a noncombustible stand, and in every case shall be kept at least two (2) feet away from any combustible wall, partition, fence or post, or exterior window opening.

IV. Collection Policy.

A. The regular monthly dues are to be paid on the first day of each month.

B. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

C. All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

D. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

E. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed $55.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.

F. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph J below.

G. A late fee of $50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.

H. The basic collection system of the Board shall be as follows:

1. At 15 days past due, the property manager may call the delinquent owner;

2. At 30 days past due, a past due notice may be sent;

3. At 60 days past due, a second past due notice may be sent; and

4. At 90 days past due, the matter may be referred to the attorney for collection, or the Board may approve a payment plan.

5. The Association's attorney may send a demand letter, may file a lien against the unit, and if the lien remains unpaid, the attorney may file a foreclosure suit against the unit owner on behalf of the Association. The actual attorneys' fees and costs incurred by the Association with respect to collecting a delinquent balance shall be the responsibility of the unit owner.

I. An administrative fee of $100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection.

J. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account it current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

V. Rules Enforcement Policy and Schedule of Fines:

A. The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

1. **A WRITTEN WARNING <u>for a Unit Owner or resident's first violation</u>** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

2. **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

3. **ONE HUNDRED DOLLARS ($100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

4. Notwithstanding paragraphs (1-3) immediately above, **TWO HUNDRED FIFTY DOLLARS ($250.00) for each violation** of the Condominium Documents, <u>when in the sole opinion of the Board of Directors</u> the violation meets one or more of the following criteria:

a. The violation is in direct defiance of a previous mandate from the Board of Directors.

b. The violation was malicious in its intent.

c. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

d. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined *(i.e. if alterations are made that cannot be restored to their original state*).

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

C. **Attorney Fees**

1. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

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

D. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

E. **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**

1. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

2. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.

3. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

4. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

5. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

   a. A letter shall be sent by certified mail, return receipt requested, informing all parties:

      i. Of the time, place and date of a hearing before the Grievance Committee.

      ii. Of the right to counsel.

      iii. That evidence shall be received and a record made whether or not the party complained against attends.

   b. The hearing shall be divided into two (2) sections:

      i. The hearing.

      ii. The determination and decision.

   c. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

   d. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

   e. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

   f. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.

   g. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

6. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

   a. The award was procured by corruption, fraud or undue means;

b. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

c. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

d. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

VI. Animal Regulations.

Spring Meadows Condominiums permits ownership of animals under the following rules and conditions. The goal of this policy is to encourage neighborly and responsible behavior by animal owners. Owners are held responsible for properly managing, training and supervising their animals. Animals of any size, age and breed can be the subjects of complaints. Spring Meadows Condominiums encourages responsible animal-owning residents to set good examples as well as share advice in a non-confrontational manner with animal owners who don't exercise responsibility.

A. General Restrictions:

1. No animals shall be kept, bred or used for any commercial purposes.

2. Animals must be confined to the animal owner's unit, must not be allowed to roam free, and may not be left unattended in any common area. Owners must accompany their animals when outdoors and shall keep them on a leash at all times when outside the owner's unit.

3. Spring Meadows Condominiums Owners shall pick up solid animal waste immediately after an animal relieves itself. The securely bagged animal droppings shall be discarded in the trash.

4. No animal shall be allowed to become a nuisance or create any unreasonable disturbance as determined by the Spring Meadows Condominiums Board of Directors. Examples of nuisance behavior for the purposes of this paragraph include but are not limited to the following:

a. Personal injury (to humans or other animals) or property damage caused by unruly behavior.

b. Any barking that is offensive to neighbors must be stopped immediately.

c. Animals who relieve themselves on walls or floors of common concrete areas.

d. Animals who exhibit aggressive or vicious behavior.

5. Feeding, caring for, or otherwise aiding stray animals is prohibited. Injured or stray animals shall be reported to the municipal Animal Control Services.

6. Animal owners shall indemnify the Board of Directors and the Spring Meadows Condominium Association and hold it harmless against loss or liability of any kind arising from their animal(s).

7. A animal shall be defined as one dog or up to two cats per unit. No farm animals are allowed at Spring Meadows Condominiums.

8. The following breeds and mixed breeds of these dogs will not be allowed at Spring Meadows: Akita, Chow, Pit Bull, and Rottweiler.

9. A $15.00 fine per day will be charged to the unit owner if the unit owner, or renters, tenants, or guests are found harboring more than one dog or up to two cats.

10. All owners shall, on a yearly basis, obtain a City of Kenosha animal license. A copy of the license must be sent to Property Manager (MPC) to ensure that we have up to date vaccinations on all animals at Spring Meadows Condominiums.

11. The City of Kenosha license must be presented to the property manager by April 1st of each year. The fine for a late license is stated below.

    a. Not informing the Property Manager (MPC) of an animal, or not obtaining a license, or for having too many animals, will cause a $15.00 a day fine for that animal(s) until it is licensed or removed from the property.

    b. Owners shall also notify Property Manager (MPC) of animals no longer residing at Spring Meadows Condominiums. Violent or Aggressive Dogs: Owners shall not; under any circumstances harbor an animal of any size that exhibits violent or aggressive behavior to humans or other animals.

B. Restrictions Related to Balconies & Enclosed Patios

1. Animals are not allowed to use balcony areas or enclosed patios as a place to relieve themselves. If it is found that an owner has allowed animals to use their balcony to relieve themselves, the owner will be fined as follows: 1st

Offence: $50.00, 2nd Offence: $100.00. After the third offence, the owner must remove the animal permanently from the property.

2. In Buildings with upper balconies, animal owners are responsible for any damage to balconies or patios of the owners below caused by their animals. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of each animal owner.

VII. Bird Feeders and Bird Houses.

A. Small single bird houses can be put in trees in a position to not interfere with the lawn mowing. These need to be removed and cleaned over winter.

B. Bird feeders must be hung in trees or on a pole that is not in the grass area or on a deck. The pole must be squirrel proofed. Feeders in trees should also be of a squirrel proof design.

C. Bird feeders must not allow droppings on the ground or a deck. Suitable feeders of this type are: Humming Bird feeders, Finch feeders with Niger seed or suet cake holders. Other types must not allow bird seed to drop on the ground. Any bird seed on the ground should be timely picked up to avoid rodent and chipmunk infestation.