# Pineridge Condominiums, Inc.
# Rules and Regulations

## Table of Contents


Chapter 1 General Provisions ..... 2
Chapter 2 Alteration, Construction, or Removal ..... 4
Chapter 3 Animals ..... 6
Chapter 4 Building Attachments ..... 7
Chapter 5 Business Operations ..... 9
Chapter 6 Clothing Racks and Lines ..... 9
Chapter 7 Conduct Standards ..... 9
Chapter 8 Contractors and Work Requirements ..... 10
Chapter 9 Cooperation with the Association ..... 11
Chapter 10 Decks and Patios ..... 12
Chapter 11 Electric Vehicles ..... 13
Chapter 12 Fire Safety ..... 14
Chapter 13 Flowerpots and Garden Decorations ..... 14
Chapter 14 Gas Fireplace Operation During Snow Accumulation ..... 15
Chapter 15 Insurance Rate Protection ..... 16
Chapter 16 Legal Action Between Owners ..... 17
Chapter 17 Maintenance and Access Requirements ..... 17
Chapter 18 Common Elements Obstructions, Outside Storage, Mailbox and Delivery Areas ..... 19
Chapter 19 Payments and Collections ..... 21
Chapter 20 Refuse and Garbage ..... 22
Chapter 21 Signs ..... 23
Chapter 22 Vehicles and Parking ..... 24
Chapter 23 Water Usage ..... 25
Chapter 24 Violations and Enforcement ..... 26
Chapter 25 Schedule of Fines ..... 29

# Chapter 1 General Provisions

## §1.01 Purpose and Authority

The Rules and Regulations ("Rules", and each individually a "Rule") contained herein are adopted pursuant to the authority granted to the Board of Directors under Bylaws §6.02 and the Declaration §9.1. These Rules are intended to govern the day-to-day use, maintenance, and operation of Units, Common Elements, and Limited Common Elements, and to supplement the obligations established in the Declaration and Bylaws. All Unit Owners are subject to all provisions of the Declaration, Bylaws, and these Rules.

Condominium living requires a degree of compromise for the benefit of all. Therefore, it is essential for all Residents to demonstrate an attitude of courtesy, responsibility, and common sense.

From time to time, the Board of Directors may add, delete, or revise these Rules. Such changes shall be in writing and distributed to all Unit Owner and Residents no less than thirty (30) days prior to becoming effective. The Board may also grant exemptions to an individual Unit Owner or Resident where logical and appropriate.

These Rules shall constitute "decisions made by the Association" as contemplated under Declaration §18.1.

## §1.02 Applicability

(a) These Rules apply to all Unit Owners, Residents, Tenants, and Visitors.
(b) Unit Owners are responsible for ensuring compliance by their Tenants and other Residents, Visitors agents, vendors and contractors, and a violation of any of these Rules by a Unit Owner's Tenant, Resident, Visitor, agent, vendor or contractor shall be deemed a violation by the Unit Owner themselves.
(c) Where these Rules conflict with the Declaration or Bylaws, the Declaration shall control pursuant to Bylaws §8.01(i) and Declaration §24.

## §1.03 Definitions

The following definitions apply throughout these Rules, unless otherwise specified:

(a) **Association.** "Association" means Pineridge Condominiums, Inc.
(b) **Board.** "Board" means the Board of Directors of the Association.
(c) **Commons / Common Elements.** "Commons" or "Common Elements" has the meaning set forth in Declaration §6.1.
(d) **Complex.** "Complex" refers to all buildings, Common Elements, Limited Common Elements and other property subject to the Declaration.
(e) **Resident.** "Resident" means any person residing within a Unit, including Tenants, or any person whose legal address is registered to a Unit, other than a Unit Owner.
(f) **Tenant.** "Tenant" means any lawful occupant renting a Unit from a Unit Owner.
(g) **Unit.** "Unit" has the meaning defined in Declaration §4.2 and Bylaws §8.01(a).
(h) **Visitor.** "Visitor" means any guest or other person present in the Complex who is not a Resident or Unit Owner.

Capitalized terms used herein without definition shall have the same meanings as those used in the Bylaws of Pineridge Condominiums, Inc. and/or the Declaration of Condominium of Pineridge Condominiums.

## §1.04 Exemptions

(a) Request. Any Resident or Unit Owner may request exemption from a specific Rule by submitting a written request to the Board of Directors. The request shall state:
  (1) The Rule from which exemption is sought;
  (2) The reason for the request; and
  (3) Whether the request is intended to be permanent or temporary.

(b) The Board may request additional information or request the Unit Owner or Resident to meet with the Board for clarification.

(c) Board Determination. Within fourteen (14) days of receipt of a complete request, the Board shall issue a written decision granting, denying, or modifying the exemption request.

(d) Board Conditions. The Board may impose conditions, limitations, or operational parameters on any exemption, including reporting requirements, duration limitations, or restrictions necessary to protect the safety, appearance, and quiet enjoyment of the Complex.

(e) Continuation and Non-Recission. Once an exemption is granted in writing, whether permanent or temporary, it shall remain valid for the approved period and cannot be rescinded by the current or any future Board unless the exemption expires, or the Resident or Unit Owner fails to comply with the conditions or parameters of the exemption.

(f) Effect of Expiration. Upon expiration of a temporary exemption, and absent an approved renewal, all standard Rules shall again apply to the Resident or Unit Owner without further notice.

(g) Record of Exemption. The Unit Owner or Resident must maintain a copy of an approved exemption to produce to the current or future Board to dispute any violation. Failure to provide the documentation may nullify the exemption until such documentation is produced.

## §1.05 Unit Owner Contact Information

(a) Duty to maintain current information. Each Unit Owner shall maintain current and accurate contact information with the Association, including:
  (1) Mailing address;
  (2) Telephone number; and
  (3) Electronic mail address, if applicable.

(b) Duty to update. A Unit Owner shall notify the Board of Directors or the Association's contracted financial management company of any change to the information listed in subsection (a) above within ten (10) calendar days of such change.

(c) Written request; compliance period. The Board may request updated contact information in writing. Upon issuance of such written request, the Unit Owner shall provide the requested updated contact information within ten (10) calendar days after the date the request is sent.

(d) Enforcement standard. A Unit Owner shall not be fined solely for failing to update contact information absent a written request under subsection (c). Failure to comply with subsection (c) constitutes a violation subject to enforcement under the Schedule of Fines. Continuing non-compliance may result in additional fines at the Board's discretion assessed per violation period until the requested information is provided.

## §1.06 Board Candidate Notice Requirement

(a) Notice deadline. Any Unit Owner wishing to run for election to the Board of Directors shall notify the Board in writing no later than October 1 of each year.

(b) Ballot placement; write-in. Only Unit Owners who submit timely written notice under subsection (a) shall be placed on the official ballot for the Annual Meeting. A Unit Owner who does not submit timely notice may still run as a write-in candidate.

### §1.07 Administrative Delivery Methods and Costs

(a) Default method. The Association's default method of correspondence is electronic delivery, including through electronic mail and any Association-designated case management system, to the extent permitted by the Declaration, Bylaws, and applicable law.

(b) Required notices. Any notice, agenda, or other correspondence that the Declaration, Bylaws, or applicable law requires be delivered to Unit Owners shall be delivered:
  (1) by electronic delivery to any Unit Owner who has affirmatively opted into electronic delivery; and
  (2) by United States First Class Mail to any Unit Owner who has not affirmatively opted into electronic delivery; and
  (3) such required delivery shall be provided at no charge to the Unit Owner.

(c) Non-required correspondence; mail upon request. For correspondence not required by the Declaration, Bylaws, or applicable law to be delivered by United States mail, a Unit Owner who (i) has not opted into electronic delivery or (ii) affirmatively requests delivery by United States mail (including certified mail) may be assessed an administrative charge equal to the Association's actual out-of-pocket cost of such delivery.

## Chapter 2 Alteration, Construction, or Removal

### §2.01 General Rule

(a) No structure, improvement, alteration, modification, or removal affecting any portion of the Common Elements or Limited Common Elements may be performed without the prior written consent of the Association.

(b) This includes, but is not limited to: exterior fixtures, attachments, structural changes, modifications to siding, roofing, balconies, patios, railings, walkways, or landscape areas.

### §2.02 Natural Gas Appliances & Gas Line Restrictions

### §2.021 Purpose

(a) The purpose of this section is to reduce fire hazards, prevent carbon-monoxide exposure, avoid structural and insurance risks, and maintain the design specifications of the buildings.

(b) Each Unit was constructed with a single natural gas furnace and an original natural gas fireplace. No additional natural gas appliances were designed or approved for installation by the Declarant.

(c) Extending gas piping or adding new gas appliances materially increases risk to the Unit, the building structure, and all neighboring Units, and may jeopardize the Association's insurance coverage.

### §2.022 Permitted Gas Appliances

(a) The only natural gas appliances permitted within any Unit are:
  (1) The primary furnace originally installed in that Unit; and
  (2) The original natural gas fireplace, if the Unit was constructed with one.

(b) A Unit Owner may replace the original furnace or the original gas fireplace with a like-kind natural gas furnace or gas fireplace only if the replacement:
  (1) Is installed entirely within the existing, original location;

(2) Utilizes the original gas piping and venting configuration, with no relocation, extension, or rerouting of gas lines;
(3) Does not increase gas demand beyond the capacity of the originally designed gas supply; and
(4) Is installed by a fully licensed and insured contractor in accordance with §8.01 of these Rules.

(c) No Unit Owner or Resident may add a new gas fireplace, relocate a gas fireplace, or install any other gas-fired feature or appliance not explicitly permitted by this section.

## §2.023 Gas Line Restrictions

(a) No natural gas piping may be run, extended, rerouted, branched, or modified beyond the furnace closet or original fireplace gas stub (if applicable).
(b) Gas lines may not be extended into kitchens, laundry rooms, garages, attics, or any other portion of the Unit or Limited Common Elements.
(c) All original gas piping shall remain in its original configuration. Only capping, securing, or repairing existing piping is allowed, and must be performed by a fully licensed and insured contractor.

## §2.024 Enforcement

(a) Violations of this Chapter shall be enforced pursuant to Chapter 24 of these Rules.
(b) Each day a prohibited gas appliance or prohibited gas line remains present shall constitute a separate violation.
(c) Immediate fines without prior warning may be issued for conditions presenting fire, explosion, or carbon-monoxide risk.

# §2.03 Solid Fuel Heating Devices

## §2.031 Solid Fuel Heating Devices Prohibited

(a) No Unit Owner, Resident, or Visitor may install, use, store, or operate any solid-fuel-burning heating device within any Unit, Limited Common Element, or any portion of the Commons.
(b) For purposes of this section, “solid fuel heating device” includes, without limitation:
(1) Wood-burning fireplaces or fireplace inserts;
(2) Wood stoves;
(3) Pellet stoves;
(4) Coal-burning appliances; and
(5) Any heating, decorative, or supplemental appliance that burns wood, pellets, coal, biomass, or any other solid combustible material.
(c) A Unit Owner or Resident shall not install, vent, connect, modify, or otherwise alter any portion of a Unit, Limited Common Element, or Common Element for the purpose of accommodating a solid-fuel heating device.

## §2.032 Enforcement

(a) If a Unit Owner or Resident installs or uses a solid-fuel heating device in violation of this section, the Board may require:
(1) Immediate cessation of use;
(2) Removal of the device; and
(3) Full restoration of any altered surface, component, or building system, at the Unit Owner’s sole cost.

(b) The Unit Owner shall be responsible for all damages, losses, increased insurance costs, or other expenses incurred by the Association resulting from any violation of this section.
(c) Violations are subject to fines consistent with Chapter 25 of these Rules. Each day a prohibited device remains installed or in use shall constitute a separate violation.

# Chapter 3 Animals

## §3.01 Restricted Animals

(a) No animal that is, or may reasonably be determined by the Board to be, a vicious or attack animal may reside within the Complex.
(b) Any animal with more than one documented instance of biting or attacking a person, excluding persons who reside with the animal or its caregivers, is prohibited from residing within the Complex.
(c) Retired police or military canines that are documented as such, are exempt from this section, provided they are not currently classified as dangerous under any applicable law or ordinance.

## §3.02 Leash Requirements

(a) Animals shall not be allowed at large within the Commons.
(b) All animals must be kept on a physical leash under the immediate control of a competent person whenever outside of a Unit or garage.
(c) Electronic collars or shock devices shall not substitute for a physical leash.

## §3.03 Nuisance Standard

(a) Unit Owners and Residents shall take all reasonable measures to prevent their animals from becoming a nuisance or annoyance to others.
(b) Nuisance behavior includes, but is not limited to: excessive barking; aggressive behavior; defecation near entrances or patios; and interference with the quiet enjoyment of other Unit Owners and Residents.

## §3.04 Excreta Regulations

(a) Animals requiring outdoor urination or defecation must be walked to the outside perimeter of the Complex, which includes:
    (1) the sidewalks on Breckenridge Street, Mountin Drive, and Brookside Drive;
    (2) the east side of the Commons alongside the creek; and
    (3) the south side of the Commons near the retention pond.
(b) All excrement must be immediately collected and properly disposed of.
(c) **Exception for Severe Weather.** During frigid or icy conditions posing a significant health or safety risk to the Unit Owner, Resident, or animal, canines may urinate and defecate on the grass area immediately adjacent to the Unit's respective garage. "Frigid conditions" are defined as periods when windchill values are under 10°F. Urination and defecation shall remain prohibited in courtyards at all times.

## §3.05 Liability of Unit Owner

(a) A Unit Owner is responsible for all bodily injury or property damage caused by any animal owned by the Unit Owner, or their respective Residents, or Visitors, or any other animal under the care, custody, or control of the Unit Owner or their respective Residents or Visitors.

### §3.06 Permitted Animal Use of Lawn Areas

Animals may access and use all grass areas within the Commons, provided that such use complies with all other provisions of this Chapter.

### §3.07 Removal of Animal

(a) If an animal repeatedly violates any provision of this Chapter, and previous enforcement measures, including warnings and fines, have proven ineffective, the Board may require permanent removal of the animal from the Complex.
(b) In lieu of removal, the Board may impose an additional monthly special assessment against the responsible Unit.

### §3.08 Feeding Wild or Stray Animals Prohibited

(a) Feeding wild or stay animals is prohibited, as this practice can attract unwanted rodents and other pests.
(b) Housing wild or stray animals within the Complex is prohibited.
(c) Exception: Feeding and/or housing wild birds is allowed provided that:
    (1) Bird feed is placed in a device designed for feeding birds;
    (2) Bird feed is not placed directly on the ground;
    (3) Unit Owners or Residents feeding wild birds maintain weed control around the bird feeder; and
    (4) Housing wild birds is done in the existing bird houses along the creek, or bird houses hung from shepherd's hooks, and are not housed within any Unit.

## Chapter 4 Building Attachments

### §4.01 Antennas and Fences

(a) Except to the extent otherwise permitted by applicable law, no Unit Owner or Resident may install any television tower, radio tower, antenna, satellite dish, or fence upon the Common Elements or Limited Common Elements without prior written consent of the Association.
(b) Unit Owners or Residents seeking satellite television service must utilize existing satellite dishes whenever feasible before requesting installation of a new satellite dish.
(c) Unit Owners are responsible for any damage or roof penetration caused by antenna or satellite dish installation and shall be specially assessed for repair costs.

### §4.02 American Flags

(a) Unit Owners and Residents may display the flag of the United States in accordance with Wis. Stat. ch. 703, as amended.
(b) The flag must be maintained in good condition and must not exceed thirty-six (36) inches by sixty (60) inches in size.
(c) The flagpole may not exceed sixty (60) inches in length and may only be mounted to the garage door framework or to a deck railing.
(d) No flag or mounting mechanism may damage building exteriors or violate uniform appearance requirements under Declaration §5.5.

## §4.03 Security Equipment

(a) Unit Owners and Residents may install audio/visual security equipment, including cameras and video doorbells, provided all devices:
  (1) are installed only on the garage door framework or deck railing/joist;
  (2) do not draw power from the Association's electrical supply;
  (3) do not damage siding, trim, or exterior fixtures.

(b) All such devices shall have the primary view limited to the following areas captured in the video, image, or viewer:
  (1) Their Unit's front door;
  (2) The sidewalk approach to their Unit's front door;
  (3) Their Unit's patio – (lower Unit's only); or
  (4) The driveway of their Unit.

(c) If a Unit Owner or Resident removes such equipment, the Unit Owner is responsible for repairing any damage caused by installation or removal.

(d) By installing security equipment, a Unit Owner or Resident agrees to cooperate with the Board and law enforcement in any investigation involving incidents occurring near the equipment, and provide the Board or law enforcement with original video or photograph files upon request.

(e) No audio/visual equipment may be placed for the purpose of surveilling or invading the privacy of a Unit Owner, Resident, or Visitor.

(f) No audio/visual equipment may be placed in a manner that provides visibility into the interior of another Unit.

(g) Upon violation of this section, or otherwise at the Board's discretion on a case-by-case basis, the Board may require removal or relocation of the equipment, in addition to any applicable fines.

## §4.04 Hanging Baskets

(a) Hanging baskets may be installed only on lower patios.

(b) Containers must not exceed twelve (12) inches in diameter.

(c) Chains or fasteners must be safely secured into a deck joist.

(d) No more than three (3) hanging baskets are permitted per Unit.

## §4.05 Holiday Decorations

(a) Seasonal and holiday decorations are permitted, provided they:
  (1) are powered exclusively from the Unit's own electrical supply;
  (2) are not affixed to or placed on roofs, soffits, or gutters;
  (3) use only plastic hangers or temporary clipping methods near garages;
  (4) do not require access to the roof for installation.

(b) Decorations must be removed within a reasonable time following the applicable holiday.

## §4.06 Doorbells and Garage Keypads

(a) Doorbell buttons and garage door keypads may be installed on the garage door framework.

(b) Any damage resulting from installation or removal shall be repaired by the Unit Owner.

# Chapter 5 Business Operations

(a) Units shall be used exclusively for residential purposes, consistent with Declaration §5.2 and Bylaws §8.01(a).

(b) No trade, business, or commercial activity shall be conducted within any Unit or upon any portion of the Commons.

(c) **Exceptions.** The following are not considered prohibited business operations:

(1) "Work from home" arrangements where no clients or customers visit the Unit or Commons;

(2) Remote business activities conducted entirely within the Unit and without use of the Commons;

(3) E commerce or online services that do not require on-site customer presence.

(d) No business or commercial use may utilize the Association's utilities, water supply, or Common Elements.

# Chapter 6 Clothing Racks and Lines

(a) Clothing racks and drying lines are permitted only within the interior of a Unit or a Unit's garage.

(b) When laundry is present on such racks or lines, the garage door may not be opened more than eighteen (18) inches unless the laundry is fully concealed from public view.

(c) No clothing racks, lines, or similar items may be placed on patios, decks, walkways, or any portion of the Commons.

(d) This rule is intended to protect aesthetic uniformity pursuant to Declaration §5.5 and Bylaws §8.01(g).

# Chapter 7 Conduct Standards

## §7.01 Mutual Enjoyment

(a) Each Unit Owner and Resident has the right to occupy and use their Unit free from unreasonable interference by others, consistent with Bylaws §8.01(h).

(b) All Unit Owners and Residents shall conduct themselves in a manner that supports the quiet enjoyment of neighboring Units and the Commons.

(c) Immoral, criminal, unreasonably annoying, offensive, or disruptive conduct is prohibited.

## §7.02 General Rule

(a) No obnoxious, offensive, abusive, or disruptive activity shall be carried on within any Unit or upon the Commons.

(b) Prohibited conduct includes, but is not limited to:

(1) excessively loud music, televisions, or gatherings;

(2) yelling, shouting, fighting, or disturbances;

(3) conduct that constitutes a nuisance under Bylaws §8.01(d) or any applicable law or ordinance.

(c) Activities that jeopardize the safety, comfort, or property of other Unit Owners and Residents are strictly prohibited.

## §7.03 Harassment

(a) No Unit Owner, Resident, or Visitor shall engage in any abusive, harassing, intimidating, or threatening behavior toward:

(1) the Board or any member thereof;

(2) other Unit Owners, Residents, or Visitors;

(3) management personnel, contractors, vendors, or service providers performing work on behalf of the Association.

(b) Harassment includes, but is not limited to:
   (1) verbal, written, or physical intimidation;
   (2) threats, unwanted contact, or stalking;
   (3) excessive communication.

(c) For the purposes of this section, "excessive communication" is defined as more than one (1) contact regarding the same subject or concern after a question has already been asked and answered.

(d) Multiple concerns should be consolidated into a single communication when possible. The Board or management may address such concerns collectively or individually.

(e) No Unit Owner or Resident may interfere with or obstruct any contractor, vendor, or service provider performing work at the direction of the Board.

(f) Violations of this section may result in immediate enforcement action pursuant to Bylaws §8.01(j), including fines, legal action, or referral to law enforcement.

### §7.04 Quiet Hours

(a) Quiet hours shall be observed as follows:
   (1) Sunday – Thursday: 11:00 PM to 7:00 AM
   (2) Friday – Saturday: 12:00 AM to 8:00 AM

(b) Prohibited conduct during quiet hours includes:
   (1) Loud music, subwoofers, amplified sound, and power tools;
   (2) Excessive noise that is consistent and distinctly audible through shared walls, floors, or ceilings;
   (3) Any other conduct prohibited in §7.01 or §7.02 of these Rules.

### §7.05 Scents, Odors, and Chemical Control

(a) Unit Owners and Residents must prevent strong odors that originate within their Unit from unreasonably exiting their Unit. Examples including but not limited to:
   (1) Incense;
   (2) Chemical fumes;
   (3) Excessive perfume, cologne, or aerosol air freshener;
   (4) Cigarette or cannabis odors.

(b) Violations of subsection (a) constitute prohibited activity under §7.02(a) of these Rules.

## Chapter 8 Contractors and Work Requirements

### §8.01 Unit Owner Contractors

(a) Unit Owners may select their own contractors for repairs, maintenance, or improvements within their Unit, provided such contractors meet the requirements of this section.

(b) Any contractor performing work on plumbing, electrical, or heating, ventilation, and air conditioning (HVAC) systems must:
   (1) hold a current and valid certificate or license issued by the State of Wisconsin;
   (2) maintain a Commercial General Liability (CGL) policy meeting or exceeding the following minimum limits:
      (A) $1,000,000 per occurrence;
      (B) $2,000,000 general aggregate;

(C) $1,000,000 personal and advertising injury;
(D) $2,000,000 products and completed operations;
(3) file a Certificate of Insurance with the Board prior to commencement of work.

(c) Unit Owners are responsible for ensuring a Certificate of Insurance is filed with the Board.
(d) Depending on the size, scope, or potential impact of a project, the Board may require insurance limits higher than those stated above.
(e) Unit Owners are strongly encouraged to ensure that all contractors performing any type of work, regardless of category, carry adequate insurance.
(f) A Unit Owner who hires a contractor without adequate insurance shall be fully responsible for any damage caused by the contractor, including damage to other Units or Common Elements, and may be specially assessed for all related costs.
(g) Unit Owners and Residents are prohibited from contracting any service provider to perform work on any portion of the Common Elements (which include building exteriors), or Limited Common Elements. All such work must be coordinated through the Board.

### §8.02 Association Contractors

(a) Unit Owners and Residents are prohibited from contacting, directing, interrupting, or interfering with any contractor or vendor engaged by the Association.
(b) All questions, concerns, complaints, or requests regarding Association-contracted services must be submitted directly to the Board.

## Chapter 9 Cooperation with the Association

### §9.01 Duty to Cooperate

All Unit Owners and Residents shall reasonably cooperate with the Board, management, Association employees, agents, officers, and contractors in performing duties under the Declaration, Bylaws, and these Rules.

### §9.011 Covered Duties.

Cooperation is required for, without limitation:

(a) Investigating complaints, disturbances, or possible violations of the governing documents;
(b) Determining the cause of maintenance issues affecting Units, Limited Common Elements, or Common Elements;
(c) Providing access to allow the Board to investigate, mitigate, or resolve potential maintenance issues as outlined in §17.07 of these Rules;
(d) Mitigating or resolving active maintenance, repair, water intrusion, electrical, structural, safety, or nuisance issues;
(e) Performing any duty required under the Declaration or Bylaws or Wis. Stat. ch. 703, as amended.

### §9.02 Prohibited Non-Cooperation / Obstruction

### §9.021 General Prohibition.

No Unit Owner or Resident may impede, obstruct, or interfere with the Board or any authorized agent, contractor, or representative acting on behalf of the Association.

### §9.022 Examples of Prohibited Conduct.

Prohibited conduct includes, without limitation:

(a) Refusing, delaying, or failing to provide required access under §9.011(c) and §17.07 of these Rules;
(b) Ignoring or failing to respond to reasonable contact attempts from the Board or management;
(c) Cancelling or missing scheduled access appointments without promptly rescheduling;
(d) Interfering with Association-retained contractors or vendors, including directing their work, altering their scope, or instructing them to stop, leave, or delay work (See §8.02 of these Rules);
(e) Tampering with, altering, disabling, or removing mitigation equipment, repair equipment, monitoring devices, or other items placed by the Association;
(f) Any conduct that prevents or delays the Association from identifying, mitigating, or repairing issues affecting the Common Elements, Limited Common Elements, or other Units;
(g) Providing false or misleading statements to the Board during the investigation of a complaint;
(h) Submitting a false statement of complaint to the Board.

### §9.03 Costs, Damages, and Special Assessment

(a) In addition to any fines, the Association may recover all costs incurred due to non-cooperation or obstruction, including but not limited to:
    (1) Additional vendor or contractor trip charges;
    (2) Emergency call-out fees;
    (3) Extended equipment rental costs;
    (4) Administrative time and costs;
    (5) Repairs to damaged Common Elements, Limited Common Elements, or Units;
    (6) Reasonable attorney's fees and court costs.
(b) Such costs may be specially assessed to the responsible Unit as allowed by the Declaration, Bylaws, and Wis. Stat. ch. 703, as amended.

## Chapter 10 Decks and Patios

### §10.01 General Conditions

(a) Unit Owners and Residents shall keep all patios and decks in a clean, neat, and orderly condition.
(b) Patios and decks shall not be used for storage, as shall be further governed by Chapter 18 below.
(c) Snow must be removed from patios and decks within twenty-four (24) hours following any snowfall of two (2) inches or more.
(d) No permanent alterations may be made to any deck or patio without the prior written consent of the Association.

### §10.02 Staining and Painting Restrictions

(a) Decks shall not be painted with any type of paint.
(b) Decks may only be stained and/or water-sealed using an exterior-grade stain or sealant.
(c) Stain color must be either brown or gray, in order to preserve aesthetic uniformity as required by Declaration §5.5.
(d) When staining or sealing a deck, Unit Owners and Residents must take reasonable precautions to protect personal property and the patio areas of lower Units, including use of drop cloths or protective coverings.

(e) Any damage caused to siding, patios, or other Common Elements due to improper staining or sealing shall be repaired at the Unit Owner's expense and may be specially assessed.

# Chapter 11 Electric Vehicles

## §11.01 Parking and Storage Restrictions

(a) Fully electric vehicles (EVs) shall not be parked inside any garage or within fifty (50) feet of any building within the Commons unless the conditions of §11.02 below are fully satisfied.
(b) Hybrid vehicles are exempt from this Chapter.

## §11.02 Conditions Required for EV Parking Within 50 Feet of Any Structure

A Unit Owner, Resident, or Visitor may park or store an EV inside a garage or within fifty (50) feet of any building only if they demonstrate, to the reasonable satisfaction of the Board, that sufficient safety measures exist to protect the building, Common Elements, and other Units from EV-related fire risks. Adequate mitigation measures may include, without limitation:

(a) Enhanced liability insurance coverage of $2,000,000 or more;
(b) A professionally monitored fire-detection system;
(c) An automatic fire-suppression system in the parking or charging area;
(d) Code-compliant installation of EV charging equipment by qualified contractors; provided that any contractor performing installation of the fire alarm system, fire suppression system, or electrical charging modifications shall maintain, at minimum:
    (1) $2,000,000 Commercial General Liability per occurrence;
    (2) $4,000,000 general aggregate;
    (3) $4,000,000 products and completed operations;
    (4) $2,000,000 personal and advertising injury coverage.
(e) Any other mitigation measures determined necessary by the Board based on the Unit's conditions, parking location, and proximity to other Units.

## §11.022 Prohibited Equipment

Charging adapters of any type are strictly prohibited. Only manufacturer-approved chargers and equipment may be used.

## §11.03 Owner Responsibility

(a) A Unit Owner is fully responsible for any damage to buildings, Units, personal property, or Common Elements resulting from an EV, used by them or their Residents or Visitors, including the EV's battery, charging equipment, or any fire, smoke, or electrical incident related to the EV.
(b) Any costs incurred by the Association or its insurer in connection with such damage shall be specially assessed against the responsible Unit pursuant to Bylaws §7.02 and Declaration §11.1.
(c) The Unit Owner remains responsible regardless of whether the EV or charging equipment is owned, leased, borrowed, or operated by the Unit Owner, or any of their Residents or Visitors.

# Chapter 12 Fire Safety

## §12.01 Fire Alarm System

(a) Each Unit contains a red manual fire alarm pull box that, when activated, triggers an audible alarm in all eight (8) Units of the building.
(b) Activation of the alarm also triggers an exterior red warning light located on one end of the building.
(c) **Activation of the fire alarm system does not notify the fire department.** Unit Owners and Residents must contact emergency services directly.

## §12.02 Required Actions During a Fire

In the event of a fire within a Unit that cannot be safely controlled or extinguished by the Unit Owner or Resident:

(a) The Unit Owner or Resident shall immediately activate the building fire alarm system.
(b) The Unit Owner or Resident shall call 911 and report the fire, including the building address and specific Unit number.
(c) If safe and practical to do so, the Unit Owner or Resident shall open the Unit's garage door to facilitate emergency access.
(d) All occupants of the building shall evacuate and gather a safe distance away from the structure.
(e) Unit Owners and Residents shall verify that all Unit occupants in the building are accounted for.
(f) Unit Owners and Residents shall be prepared to direct emergency responders to the affected building.
(g) Unit Owners and Residents shall promptly notify the Board once safe.

## §12.03 Grill Restrictions

(a) Charcoal, propane, and electric grills are permitted, provided that:
    (1) Use is restricted to the Unit's driveway; and
    (2) The grill is no less than ten (10) feet from any building or vehicle while in use or hot; and
    (3) Grills must be attended at all times while lit, operating, or cooling.
(b) No grills of any type are permitted on patios, decks, or any other areas attached to or directly adjacent to Units, consistent with National Fire Protection Association (NFPA) 1 2024 §§10.10.6.1 and 10.10.6.2.
(c) Charcoal ash, once cooled, must be disposed of in a dumpster as outlined in Chapter 20 of these Rules.

# Chapter 13 Flowerpots and Garden Decorations

## §13.01 Flowerpots

(a) A maximum of four (4) flowerpots may be placed alongside a Unit's garage door.
(b) Flowerpots must be removed by the Unit Owner or Resident no later than November 1st each year and may not be returned until April 1st of the following year.
(c) Flowerpots placed on a deck must have watertight trays underneath them to prevent staining, water intrusion, or damage to lower Units.

### §13.02 Garden Decorations

(a) The rock area immediately in front of a Unit's patio and alongside garages may be used for tasteful, limited decorative items.
(b) Shepherd hooks placed in this area:
    (1) must not exceed sixty (60) inches in height; and
    (2) may not contain more than four (4) decorative items attached.
(c) Each Unit is limited to one (1) bird feeder hung from a shepherd's hook.
(d) Unit Owners and Residents are responsible for maintaining and weeding these areas.
(e) Unit Owners and Residents are encouraged to limit the number of potted plants in order to reduce water consumption.
(f) The Board may require removal of decorations that are excessive, unsightly, cause clutter, or otherwise disrupt uniform appearance standards.
(g) The rock areas located at the sides of buildings, which contain air conditioners and utility mains, may contain no more than two (2) decorative items per Unit.
(h) The immediate area surrounding air conditioning units, utility mains, and service equipment shall be kept fully clear of all decorations to allow safe and unobstructed access for utility workers, maintenance personnel, and emergency responders.
(i) Noisemaking decorations, or items that create sound disturbances or nuisances, may be prohibited or permanently removed at the direction of the Board.
(j) Decorations may not be placed or hung in any other portion of the Common Elements, including walkways, driveways, lawns, trees, or shrubs.
(k) Unit Owners and Residents are prohibited from removing, trimming, altering, or otherwise modifying any bush, shrub, or landscaped material within the Common Elements, unless written approval of the Board is received.

## Chapter 14 Gas Fireplace Operation During Snow Accumulation

### §14.01 Purpose

The purpose of this Rule is to prevent roof ice buildup, ice dams, and resulting property damage caused by the operation of gas fireplaces during periods of snow accumulation and low temperatures.

### §14.02 Applicability

This Rule applies to upper-level Units only. Lower-level Units whose fireplace exhaust vents terminate at least fifteen (15) feet below any roof edge or soffit are exempt, as heat dissipation at that distance is sufficient to prevent ice-dam formation.

### §14.03 Prohibited Use During Snow and Low Temperature Conditions

A Unit Owner or Resident of an upper-level Unit shall not operate a gas fireplace when both of the following conditions exist:

(a) **Snow Accumulation.** There is one inch (1") or more of accumulated snow on the roofs; and
(b) **Temperature Threshold.** The outside air temperature or windchill value is twenty-five degrees Fahrenheit (25°F) or lower.

Fireplace use under these conditions is presumed to materially contribute to the formation of roof ice, ice dams, and attic condensation.

### §14.04 Snow-Clearing Exception

(a) An upper-level Unit Owner or Resident may operate their gas fireplace during the conditions described in §14.03 above, only if the Unit Owner or Resident satisfies all of the following:
  (1) Prior to operating the fireplace, no less than four feet (4') of snow must be removed from the entirety of the affected roof edge(s) using a soft, non-metal, non-scraping snow rake;
  (2) If snowfall continues during fireplace operation, the Unit Owner or Resident must maintain the cleared four-foot (4') area throughout the duration of the snowfall event;
  (3) The Unit Owner or Resident must maintain the cleared area for at least one (1) hour after fireplace use has ended to prevent refreezing at the eaves;
  (4) The use of hard-edged rakes, metal scraping rakes, or any tool capable of damaging shingles is strictly prohibited.

(b) Failure to satisfy all clearing requirements voids the exception, and operation of the fireplace shall be considered a violation of §14.03 of these Rules.

## Chapter 15 Insurance Rate Protection

### §15.01 Prohibited Activities Affecting Insurance Rates

(a) No Unit Owner or Resident may keep or permit any condition, substance, or activity within a Unit or upon the Commons that may increase the Association's insurance premiums or violate applicable insurance policy requirements.

(b) Prohibited activities include, but are not limited to:
  (1) storage of flammable, explosive, or hazardous materials in quantities exceeding normal residential use;
  (2) use of open flames or devices that present an unreasonable fire hazard, except as permitted under these Rules;
  (3) alterations or installations that compromise fire safety, structural integrity, or code compliance;
  (4) installation or use of appliances, mechanical equipment, or devices that do not comply with applicable building, fire, or electrical codes;
  (5) disabling, covering, or obstructing smoke detectors, carbon monoxide detectors, or other required life-safety equipment.

### §15.02 Prohibited Conduct Resulting in Policy Cancellation

(a) No Unit Owner or Resident shall permit any activity or condition in their Unit or within the Commons that results in cancellation, non-renewal, or invalidation of any portion of the Association's insurance coverage.

(b) Activities requiring prior written approval from the Board include:
  (1) structural modifications;
  (2) installation of high-voltage equipment or appliances;
  (3) any improvement involving electrical, mechanical, or fire-safety systems; however, simple replacement of existing systems or fixtures, such as HVAC units, light fixtures, and appliances, does not require prior written approval, provided no modification to wiring, structure, or capacity is performed.

# Chapter 16 Legal Action Between Owners

## §16.01 Requirement to Notify the Board Prior to Legal Action

(a) A Unit Owner or Resident who has a complaint, dispute, or disagreement with another Unit Owner or Resident concerning any alleged violation of the Declaration, Bylaws, these Rules, or any other Association governing document, shall submit a written complaint to the Board before initiating legal action.

(b) The written complaint shall include:
  (1) the name and Unit number of the alleged offending party, if known;
  (2) a description of the complaint, dispute, or disagreement;
  (3) dates, times, or a timeline of the conduct or circumstances forming the basis of the complaint;
  (4) any supporting evidence, including photos or witness statements, if available.

(c) Exceptions. This Chapter does not apply to complaints involving conduct that is criminal in nature or complaints filed within six (6) months of the expiration of the relevant statute of limitations.

## §16.02 Board Review and Mediation Process

(a) Upon receipt of a complaint, the Board shall review the matter and may request additional information from either party.

(b) The Board may, at its discretion:
  (1) meet with the parties individually or jointly;
  (2) attempt informal mediation or clarification of expectations;
  (3) determine whether a violation has occurred;
  (4) recommend corrective actions or issue enforcement notices under Chapter 24 of these Rules.

(c) The Board shall make reasonable efforts to resolve the matter within forty-five (45) days of receiving the written complaint.

(d) If a resolution cannot be reached within the forty-five (45) day period, the complaining Unit Owner or Resident may proceed with legal action, subject to applicable law.

## §16.03 No Restriction on Association Action

(a) Nothing in this Chapter restricts the right of the Association to initiate legal action, enforcement, or collection efforts against any Unit Owner or Resident at any time.

(b) The Association retains the authority granted under Bylaws §8.01(j) and Declaration §9.1 to pursue all remedies available at law or in equity.

# Chapter 17 Maintenance and Access Requirements

## §17.01 Maintenance Obligations of Unit Owners

(a) Unit Owners shall maintain their Units in a clean, sanitary, and structurally sound condition, consistent with Bylaws §7.01.

(b) Unit Owners are responsible for all maintenance, repairs, and replacements affecting the interior of their Units, including but not limited to:
  (1) plumbing fixtures, pipes, and supply lines located inside the Unit;
  (2) electrical outlets, switches, fixtures, and wiring serving only the Unit;
  (3) HVAC equipment located within or serving only that Unit;

(4) appliances, smoke detectors, and carbon monoxide detectors;
(5) flooring, ceilings, wall coverings, and interior finishes;
(6) windows, screens, doors, and sliding doors, including glass replacement.

(c) Unit Owners must promptly correct any condition within their Unit that may cause an unnecessary increase to utility bills or damage to the Commons or other Units, including plumbing leaks, mold, excessive humidity, pest infestations, or fire hazards.

(d) If a Unit Owner fails to perform required maintenance or repairs, the Association may enter the Unit, make necessary corrections, and specially assess the Unit for all related expenses pursuant to Bylaws §7.02 and Declaration §11.3. Additionally, the Association may specially assess for any increase in utility bills that are otherwise a common expense.

## §17.02 Recommended Maintenance Practices

(a) To prevent water and fire damage, Unit Owners should:
(1) Replace rubber washing machine hoses with braided steel;
(2) Replace water heaters at or before 15 years of age;
(3) Clean the dryer vent connections inside the Unit every April and October;
(4) Maintain furnace and A/C equipment per manufacturer recommendations;
(5) Obtain a maintenance contract with a licensed professional for seasonal maintenance of their furnace and air conditioner; and
(6) Place flood/water sensors under sinks, toilets, washing machines, refrigerators, water heaters, water softeners, and furnaces for early detection of water leaks.

(b) Damage caused by neglected appliances shall be assessed to the responsible Unit.

## §17.03 Hard Surface Flooring and Sound Insulation

(a) Unit Owners are permitted to replace carpet with hardwood, laminate, tile, LVP, or any hard-surfaced material within a Unit, provided that the underlayment meets a minimum Sound Transmission Class (STC) 60 / Impact Insulation Class (IIC) 60 rating.

(b) A Unit Owner who fails to install underlayment that meets the requirements specified in subsection (a), will be required, at the Unit Owner's expense, to replace the underlayment with underlayment that meets the minimum requirements.

## §17.04 Exterior Replacement Material Standards

(a) All exterior-facing replacements, including doors, windows, lights, fixtures, must match the existing community standard.

(b) If original materials are unavailable, the Board must approve a visually comparable alternative consistent with Declaration §5.5.

## §17.05 Roof Access

(a) Unit Owners and Residents are prohibited from accessing the roof of any building.

(b) Contractors performing work requiring roof access must:
(1) be properly licensed and insured pursuant to §8.01 of these Rules;
(2) be authorized in writing by the Board prior to accessing the roof;
(3) take reasonable measures to avoid damaging roofing materials or structural components.

(c) Any damage to the roof caused by unauthorized access or contractor negligence shall be repaired at the responsible Unit Owner's expense and may be specially assessed.

## §17.06 Pest Control

### §17.061 Responsibilities

(a) Owners are responsible for pest control for issues originating inside the Unit, including but not limited to:
  (1) Insects;
  (2) Pantry pests;
  (3) Ants;
  (4) Spiders.

(b) The Association is responsible for pests located within:
  (1) Common walls;
  (2) Building structure;
  (3) Exterior or structural infestations.

### §17.062 Owner-Caused Infestations

In the event a Unit Owner or any of their Residents or Visitors creates any conditions that attracts pests, leading to an infestation that the Association or another Unit Owner would otherwise be responsible for, the Unit Owner who created such conditions, or whose Resident or Visitor created such conditions, shall be assessed for the cost of mitigation. Examples may include but are not limited to:

(a) Leaving food outdoors;
(b) Leaving food in a garage, outside of a refrigerator or freezer;
(c) Keeping pet waste in the garage or near a Unit;
(d) Keeping garbage in the garage in an uncovered bin;
(e) Feeding stray animals or rodents.

## §17.07 Emergency Entry and Access Requirements

(a) Consistent with Declaration §11.3, the Board may enter a Unit during:
  (1) Emergencies affecting life, safety, or property;
  (2) Active water leaks;
  (3) Fire, smoke, or strong odor reports;
  (4) Situations requiring immediate mitigation.

(b) The Board will provide at least 24 hours' written notice for non-emergency maintenance inspections.

(c) When access is reasonably required to a Unit or Limited Common Element to investigate, diagnose, mitigate, or repair an issue, the Unit Owner shall provide access to the Board, its agent, or contractor, within a reasonable time based on the nature and severity of the issue, consistent with Declaration §11.3 and Chapter 9 of these Rules.

# Chapter 18 Common Elements Obstructions, Outside Storage, Mailbox and Delivery Areas

## §18.01 General Rule; No Obstructions; No Unauthorized Storage

(a) No Unit Owner, Resident, Visitor, or contractor may place, store, or leave any personal property, equipment, materials, refuse, or debris on any Common Element or Limited Common Element, except as expressly permitted by these Rules or approved in writing by the Board.

(b) Walkways, driveways, sidewalks, patios, and areas surrounding mailbox structures shall remain clear and unobstructed at all times.

(c) No item may be placed or stored in a manner that interferes with: (1) access to any building, Unit, garage, or mailbox structure; (2) pedestrian travel; (3) landscaping or groundskeeping; (4) drainage; or (5) snow removal operations.

## §18.02 Illustrative Prohibited Items

Without limiting §18.01 above, prohibited items include furniture, appliances, tools, ladders, construction materials, bicycles, scooters, recreational equipment, garbage bags, recycling containers, loose litter, and animal waste left outside a Unit or in the Common Elements.

## §18.03 Limited Permitted Items

The following are permitted only as stated below, and only if maintained in a neat condition and not in violation of §18.01(c) above:

(a) Seasonal decorations as permitted under §4.05 of these Rules;

(b) Flowerpots and permitted garden items as governed by Chapter 13 of these Rules;

(c) Outdoor-use patio/deck furniture located on patios and decks; and

(d) Items expressly approved in writing by the Board (which approval may include reasonable conditions and time limits).

## §18.04 Hazardous or Combustible Materials

No hazardous, flammable, or combustible materials may be stored outside a Unit at any time, including on patios, decks, in driveways, garages (when applicable to other rules), or anywhere on Common Elements.

## §18.05 Newspaper Boxes and Similar Receptacles Prohibited

(a) Newspaper boxes of any kind are prohibited within the Complex.

(b) Unit Owners and Residents shall use the designated mail slots/cubbies beneath mailbox structures for newspapers and similar publications.

(c) No Unit Owner or Resident may install, mount, or affix any newspaper box or similar receptacle to any portion of a mailbox structure, building exterior, garage, post, or other Common Element.

## §18.06 Packages, Deliveries, and Packaging Materials

(a) Unit Owners and Residents shall retrieve packages, mail, and deliveries promptly to prevent clutter or obstruction at mailbox areas, entryways, garages, driveways, or walkways.

(b) Packages delivered to a door, garage, or driveway must be retrieved within 48 hours of delivery, or immediately upon the Unit Owner or Resident's return if they were absent at the time of delivery.

(c) Packaging materials (boxes, wrap, etc.) shall not be left in driveways, walkways, garages, or by a Unit's front door.

(d) Unit Owners and Residents expecting deliveries requiring signature or special arrangements are responsible for ensuring receipt.

(e) The Association is not responsible for lost, stolen, damaged, or misdelivered packages.

## §18.07 Mailbox Area Conduct; Postings and Decorations

(a) Mailbox areas must remain clean and free of trash, unwanted mail, advertising materials, and discarded packaging.

(b) No decorations, postings, or notices may be placed on mailbox structures without prior written permission of the Board; provided that this subsection does not apply to notices posted by the Board.
(c) Unit Owners and Residents shall report damaged mailboxes or mailbox structures to the Board promptly.

### §18.08 Enforcement; Removal; Disposal; Cost Recovery

(a) Any item placed or stored in violation of this Chapter constitutes an obstruction and/or unauthorized storage and must be removed immediately upon notice (written or verbal) from the Board, management, or an authorized agent.
(b) The Association may remove any item left in violation of this Chapter without further notice when reasonably necessary to maintain access, safety, emergency response routes, mail service, drainage, landscaping, or snow removal operations.
(c) Removed items may be held for up to seven (7) days and may be disposed of thereafter if unclaimed; provided that refuse, loose debris, animal waste, or items creating immediate nuisance or obstruction may be disposed of sooner.
(d) All costs incurred by the Association for removal, storage, cleanup, and/or disposal under this Chapter shall be specially assessed to the responsible Unit Owner.

## Chapter 19 Payments and Collections

### §19.01 Payments

(a) All assessments, fees, special assessments, fines, and other charges levied by the Association are due on the date specified in the billing notice.
(b) Payments not received within thirty (30) days of the due date shall be considered late.
(c) All late payments may be subject to a late fee as determined by the Board.
(d) Payments returned due to insufficient funds, closed accounts, or other banking errors shall be treated as unpaid, and a $25.00 fee, in addition to any related fees charged to the Association by the financial institution, may be specially assessed to the responsible Unit Owner.
(e) The Association may require that delinquent payments be made by certified funds, money order, or other guaranteed form of payment.

### §19.02 Collections and Liens

(a) Any assessment or charge not paid within thirty (30) days of the due date shall accrue interest at the rate provided pursuant to Bylaws §6.06.
(b) An account shall be reviewed for collections referral when:
    (1) the delinquent balance remains unpaid for ninety (90) days or more and exceeds $100.00; or
    (2) a Unit Owner defaults on a Board-approved payment plan; or
    (3) the delinquent balance remains unpaid for thirty (30) days or more and exceeds an amount determined by Board resolution; or
    (4) repeated attempts to obtain voluntary payment have failed.
(c) Upon meeting any condition in subsection (b) above, the Board or management company shall initiate the following steps:
    (1) issuance of a final demand letter stating the total amount due and providing a deadline of not less than ten (10) days to cure the delinquency;

(2) if unpaid after the final demand, referral of the account to the Association's attorney or a collection agency.

(d) Once a Unit Owner's account has been referred for collections, all communications regarding the delinquent account, including payoff amounts, balances due, and settlement discussions, must be made directly with the Association's attorney or collection agency.

(e) Neither the Board nor the Association's contracted financial management company shall provide payoff quotes, balance verifications, or any other financial information for an account in collections. Any such information obtained from sources other than the Association's attorney or collection agency shall be deemed invalid and may not be relied upon by the Unit Owner.

(f) All costs of collection, including attorney fees, court costs, lien filing fees, collection agency fees, and administrative charges, shall be specially assessed to the delinquent Unit.

(g) A Unit Owner's failure to pay assessments or charges does not relieve their obligation to pay future assessments as they come due.

### §19.03 Habitual Late Payments

(a) A Unit Owner who is late in paying any assessment or charge more than three (3) times within a twelve (12) month period shall be considered habitually late.

(b) Habitually late accounts may be subject to:

(1) mandatory automatic withdrawal or electronic payment requirements;

(2) advance billing or quarterly prepayment of assessments;

(3) additional administrative late fees as established by the Board;

(4) referral to the Association's attorney for monitoring.

(c) The Board may review habitual late accounts semi-annually to determine whether restrictions or additional measures should be applied or lifted.

## Chapter 20 Refuse and Garbage

### §20.01 General Rule

(a) The Association maintains two (2) centralized refuse and recycling collection sites within the Complex. Each site contains one large dumpster for garbage and one large recycling container.

(b) Individual Units do not have personal garbage or recycling bins. All refuse and recycling must be taken to one of the Association's designated collection sites.

(c) All refuse must be securely bagged to prevent spills, odors, and animal intrusion before being placed in the dumpster.

(d) All recycling must be placed inside the designated recycling container and prepared in accordance with municipal recycling standards.

(e) Outside storage and placement of garbage bags or containers is further governed by Chapter 18 of these Rules.

### §20.02 Prohibited Disposal Practices

(a) Unit Owners and Residents may not dispose of hazardous materials, chemicals, fuels, paints, or any restricted items in regular refuse or recycling containers.

(b) Oversized items such as furniture, construction debris, appliances, Christmas trees, or mattresses shall not be placed with regular refuse unless the Unit Owner or Resident has arranged for approved bulk pickup with written Board approval.

(c) No refuse or debris may be stored in garages in a manner that creates odors, fire hazards, vermin infestation, or obstruction.

### §20.03 Animal-Related Waste

(a) Animal waste shall not be disposed of loose in refuse containers; all waste must be sealed in bags.
(b) Animal waste bags shall not be left outside Units, garages, patios, or walkways awaiting later disposal.

## Chapter 21 Signs

### §21.01 General Rule

(a) No signs of any kind may be installed, affixed, displayed, or placed on any portion of the Commons or Limited Common Elements without prior written approval of the Board.
(b) No signs may be attached to buildings, garages, patios, decks, doors, windows, railings, landscaping, or mailbox structures unless expressly permitted by this Chapter.
(c) This section does not apply to any signage on a Unit Owner or Resident's work vehicle.
(d) In addition to any applicable fines, any violation of this Chapter may result in the removal of the violating sign by the Association without notice.

### §21.02 For Sale and For Rent Signs

(a) "For Sale" and "For Rent" signs may be placed inside Unit windows but may not be placed on the exterior of Units, on patios, on decks, or anywhere in the Commons.
(b) Open house signs may be placed in the Commons no earlier than twenty-four (24) hours before the scheduled open house and must be removed immediately after the open house ends.
(c) Any real-estate sign permitted under this section must comply with applicable local ordinances and may not exceed standard residential real-estate sign dimensions.
(d) Real-estate sign posts, including but not limited to 4x4 posts, may not be placed in the Commons under any circumstances.

### §21.03 Political Signs

(a) Political signs may only be displayed inside a Unit, its windows, or inside a garage.
(b) No political signs may be displayed on decks, on patios, on doors, on balconies, or in the Commons.
(c) Political signs that are visible from the exterior of the building by any other Unit Owner, Resident, Visitor, or passerby shall not contain obscene or vulgar language or materials.

### §21.04 Security, Contractor, and Alarm Signs

(a) Small security system placards may be placed inside windows, but may not be physically attached to the exterior of the building or placed in the Commons.
(b) Temporary contractor signs (e.g., roofing, HVAC, remodeling) are prohibited unless:
    (1) work is actively being performed; and
    (2) the sign is removed within 24 hours after the contractor completes the job.
(c) No contractor sign may remain beyond the time needed to guide workers or inspectors.

### §21.05 Prohibited Signs

(a) The following signs are strictly prohibited:

(1) advertising signs of any kind, except as otherwise expressly permitted in these Rules;
(2) commercial signs or business promotions, excluding signage on a Unit Owner or Resident's work vehicle;
(3) banner-style signs or flags other than those permitted by these Rules;
(4) yard signs, directional signs, or decorative stake-signs placed in grass or landscaping;
(5) any illuminated, flashing, or electronic sign visible from outside the Unit.

# Chapter 22 Vehicles and Parking

## §22.01 General Parking Regulations

(a) Vehicles may only be parked in designated parking areas, Unit driveways, or garages, or as otherwise expressly provided below.
(b) **Main/Private Drive Defined.** For purposes of this Chapter, the "main/private drives" mean the primary interior roadways of the Complex used for ingress and egress and not designated as parking areas.
(c) Parking is prohibited on lawns, landscaped areas, sidewalks, patios, or any portion of the Commons not specifically designated for parking.
(d) Parking is strictly prohibited on the main/private drives. "No Parking" signs are posted at each entrance and throughout the Complex, except as provided in subsection (e) below.
(e) Notwithstanding the foregoing, short-term parking on the main/private drives is permitted **only for active loading or unloading**, not to exceed thirty (30) minutes.
(f) Unit Owners and Residents shall park in:
    (1) Unit driveways;
    (2) garages; or
    (3) city/public streets.
(g) Visitors shall park in:
    (1) Unit driveways;
    (2) garages; or
    (3) designated visitor parking areas, including the **dead-end road extensions only**.
    If no such space is available, Visitors must park on the adjacent **city street**.
(h) Vehicles may not obstruct sidewalks, driveways, mail delivery areas, refuse collection sites, fire lanes, or emergency vehicle routes.
(i) During the snow season, any Unit Owner or Resident choosing to park in a driveway rather than a garage is fully responsible for all snow and ice removal required to maintain clear access for vehicles, pedestrians, and Association maintenance operations.
(j) Moving pods, portable storage units, and temporary storage containers are prohibited anywhere in the Complex.
(k) **Exception:** Association contractors, vendors, and maintenance personnel, including the Board, are exempt from subsections (a), (b), (c), (d), (e), (f), (h), and (j) above when servicing or maintaining the Complex.

## §22.02 Restricted Vehicles

(a) The following vehicles are prohibited from being parked or stored anywhere in the Complex unless fully enclosed within a Unit's garage, except as provided in subsection (b) below:
    (1) boats or boat trailers;

(2) recreational vehicles (RVs);
(3) campers or camper trailers;
(4) utility trailers;
(5) commercial vehicles exceeding three-quarter one ton capacity;
(6) inoperable, unregistered, or abandoned vehicles.

(b) Temporary loading, unloading, or servicing of prohibited vehicles is permitted for no more than twenty-four (24) hours.

### §22.03 Visitor Parking

(a) Visitor parking areas are for Visitors only and may not be used by Unit Owner or Resident vehicles, except for short-term needs not to exceed one (1) hour.

(b) Visitor vehicles may not remain parked in Visitor areas for more than seventy-two (72) hours without written permission from the Board.

(c) Unit Owners and Residents are responsible for ensuring their Visitors comply with all parking regulations.

### §22.04 Garage Use

(a) Garages may be used for vehicle parking and storage at the discretion of the Unit Owner.

(b) Garage contents shall not:
(1) block emergency entry;
(2) create fire hazards; or
(3) violate municipal property or fire codes.

### §22.05 Enforcement

(a) Vehicles parked in violation of this Chapter may be towed without further notice.

(b) Towing, storage, and administrative fees shall be the responsibility of the vehicle owner and the associated Unit Owner.

(c) Parking violations may also result in fines pursuant to Chapter 24 of these Rules.

## Chapter 23 Water Usage

### §23.01 General Water Conservation Requirements

(a) Unit Owners and Residents shall use water responsibly and avoid excessive or wasteful consumption that may strain building plumbing systems or increase Association utility expenses.

(b) Water leaks, dripping faucets, continuously running toilets, or any plumbing malfunction **originating from another Unit** must be reported to the Board immediately upon discovery. Plumbing issues that originate within a Unit Owner's own Unit must be promptly repaired by the Unit Owner without the need to notify the Board, unless such condition poses a risk of damage to other Units or the Commons.

(c) Unit Owners must promptly repair plumbing fixtures or conditions within their Units that cause water waste or risk damage to other Units or the Commons, with the same immediately reported to the Board.

### §23.02 Outdoor and Exterior Water Usage

(a) Use of hoses is permitted for watering plants and shrubs.

(b) Use of hoses and pressure washers is permitted for washing vehicles, decks, and garages, provided:
  (1) washing does not exceed two (2) times per Unit per month; and
  (2) such allowance may be temporarily suspended by written resolution of the Board.
(c) The Association or its contractors may use hoses and pressure washers for building maintenance, cleaning, or other Association-authorized purposes.
(d) Use of hoses, sprinklers, pressure washers, or other exterior water devices for any purpose not listed in subsections (a) through (c) above is prohibited unless expressly authorized in writing by the Board.
(e) Water may not be directed onto neighboring Units, patios, decks, or the Commons in a manner that causes pooling, erosion, water incursion into the buildings, or nuisance.

### §23.03 Interior Water Usage Requirements

(a) Unit Owners and Residents shall ensure that all appliances connected to water lines, including refrigerators, dishwashers, washing machines, water heaters, and water softeners, are properly installed and maintained.
(b) Replacement of water-using appliances must include proper connection of supply lines, drain lines, and shutoff valves to prevent leaks.
(c) Unit Owners are responsible for any damage caused by leaking appliances, fixtures, or supply lines.

### §23.04 Responsibility for Water Damage

(a) If water damage originates from within a Unit and affects another Unit or the Commons, the responsible Unit Owner shall be responsible for all associated repair costs, regardless of fault, unless the cause is proven to be a Common Element failure.
(b) Any insurance deductibles or uncovered damages resulting from such water-related incidents may be specially assessed to the responsible Unit Owner.

### §23.05 Winterization and Freeze Prevention

(a) Units left unoccupied for more than seventy-two (72) hours during the winter months (November through March) must be kept at an interior temperature of no less than 55°F.
(b) Units left unoccupied for more than fourteen (14) days during the winter months (November through March) must shut off the Unit's main water valve, or water supply valves to washing machines, toilets, and other fixtures.
(c) Frozen pipes, bursts, or flooding resulting from a Unit Owner or Resident's failure to maintain adequate heat or take reasonable winterization precautions shall result in the Unit Owner being responsible for all resulting damage.

## Chapter 24 Violations and Enforcement

### §24.01 General Enforcement Procedure

(a) All complaints submitted to the Board must be made in writing. Written complaints shall include:
  (1) the date and approximate time of the alleged violation;
  (2) the nature of the violation and a clear description of the observed conduct or condition;
  (3) the Unit number or location involved, if known;
  (4) any supporting evidence, including photos or witness statements, if available.

(b) The identity of the complaining party shall remain confidential and shall not be disclosed to the alleged violator, except as required by law or court order, and further provided that disclosure to law enforcement, if law enforcement was contacted, may also be necessary.

(c) When the Board becomes aware of a potential violation of the Declaration, Bylaws, or these Rules, the Board shall review the matter and may investigate or request additional information.

(d) If the Board determines that a violation may have occurred, the Association shall issue a written Notice of Violation to the Unit Owner, which shall include:
   (1) a description of the alleged violation;
   (2) the rule, bylaw, or declaration section violated;
   (3) any corrective action required;
   (4) the deadline for correction, if applicable; and
   (5) the potential or actual fine.

(e) Unit Owners shall be given an opportunity to respond in writing within the timeframe stated in the notice.

(f) If the violation is not corrected, or if the Board determines the violation warrants immediate action, the Board may impose fines, special assessments, or pursue other remedies consistent with these Rules.

(g) The Board may escalate enforcement for repeat or continued violations, including increased fines or legal action.

(h) Notwithstanding anything contained herein to the contrary, emergency situations involving threats to health, safety, or property may be addressed immediately without prior notice, and without first giving the responsible Unit Owner time to respond.

(i) In cases where multiple sections of the Declaration, Bylaws, or these Rules were violated, each violated section shall constitute a separate violation.

## §24.012 Warnings and Immediate Enforcement

(a) A warning letter may be issued at the discretion of the Board for a first-time violation unless the violation:
   (1) is similar in nature to a prior violation by the same Unit Owner or Resident;
   (2) is a Parking-related violation;
   (3) is blatant, deliberate, or egregious;
   (4) poses a threat to health, safety, or property; or
   (5) involves conduct that is criminal in nature.

(b) For violations listed in subsection (a) above, the Board may proceed directly to imposing fines without issuing a warning letter.

## §24.013 Multiple Responsible Owners; Equal Enforcement; No Proration

(a) **General Rule.** When a single act, occurrence, or condition constitutes a violation and more than one (1) Unit Owner is responsible for that violation (including responsibility arising from the conduct of a Unit Owner's Resident, Visitor, agent, contractor, or vendor), the Association may enforce the violation against each responsible Unit Owner.

(b) **Equal Application.** Except as provided in subsection (c) below or §25.02(b) of these Rules, the Association will issue the same enforcement level (warning or fine) to each responsible Unit Owner for the same violation event.

(c) **Prior or Similar Warning.** If the applicable enforcement procedure would otherwise provide for a warning, but a responsible Unit Owner has previously received a warning for the same or similar violation, the Association may issue a fine to that Unit Owner in lieu of a warning, while issuing warnings to other responsible Unit Owners as applicable.

(d) **No Proration; No Cost-Sharing.** When multiple Unit Owners are responsible for the same violation event, the Association will not reduce any fine amount for any Unit Owner by allocating, splitting, prorating, or otherwise distributing the fine among multiple Units. Each responsible Unit Owner is subject to the full fine amount (or warning, as applicable) assessed against them for that violation. **Stated differently:** If a $200.00 fine applies, it is $200.00 per responsible Unit Owner, not $200.00 divided by the number of Unit Owners involved.

(e) **Illustrative Example.** A vendor servicing three (3) Units parks on a main drive and partially on the grass in violation of the parking rule. Each of the three Unit Owners being serviced may be issued the full parking fine (e.g., $200.00 each, if that is the adopted fine amount for the violation).

## §24.014 Disputes of Enforcement Notices

(a) **Dispute-Eligible Notices.** A Unit Owner may submit a written dispute only for the following enforcement notices issued by or on behalf of the Association:
  (1) Warnings;
  (2) Fines; and
  (3) Special assessments for damages / reimbursement specifically attributable to the Unit Owner, or the Unit Owner's Residents, Visitors, agents, contractors, or vendors (i.e., costs arising from damage or loss caused by that Unit).

(b) **Routine Assessments Not Eligible.** A dispute may not be submitted to challenge routine/common expense assessments or community-wide maintenance, repair, or replacement projects (e.g., reserve-funded or budgeted repairs such as roof replacement), which are not "damages" uniquely attributable to a specific Unit.

(c) **One Dispute Per Notice.** A Unit Owner is limited to one (1) dispute submission per violation notice (including warning, fine, or damage special assessment notice). Additional submissions, supplements, or repeated disputes regarding the same notice will not be considered unless specifically requested in writing by the Board.

(d) **Required Dispute Contents.** Disputes must be in writing and submitted within the time period stated on the notice. Each dispute must include:
  (1) The notice date, Unit number, and the specific rule/bylaw/declaration provision(s) identified in the notice;
  (2) A detailed rationale explaining why the Unit Owner contends they did not violate the cited provision(s) and/or why the notice is factually incorrect;
  (3) Supporting evidence (photos, video, documents, receipts, witness statements, or other reliable information) that substantiates the rationale; and
  (4) Any other information the Unit Owner believes is directly relevant to the Board's determination.

(e) **"Finger-Pointing" Disputes Not Considered.** Disputes that primarily argue or imply that another Unit Owner or Resident committed the same or a different violation will not be considered and may be denied on that basis alone.

(f) **Board Review and Determination.** The Board will review disputes based on the written submission, the evidence provided, and Association records. The Board may uphold, modify, or rescind the notice, in whole or in part, and will issue a written determination within a reasonable time. The Board's determination will then be considered final.

# Chapter 25 Schedule of Fines

## §25.01 Fine Schedule

(a) Violations of Chapter 3 Animals
  (1) First violation: $100.
  (2) Second violation: $250.
  (3) Each subsequent violation: $500.

(b) Violations of Chapter 6 Clothing Racks and Lines
  $100 per occurrence

(c) Violations of Chapter 7 Conduct Standards
  (1) Fine amount determined by the Board, not to exceed $10,000 per occurrence.
  (2) Law enforcement may be notified when appropriate.

(d) Violations of Chapter 9 Cooperation with the Association
  $1,000 per occurrence, per day until resolved.

(e) Violations of §10.01(c) (Snow Removal)
  $100 per occurrence, per week until corrected.

(f) Violations of Chapter 11 Electric Vehicles
  $1,000 per occurrence, per day.

(g) Violations of §12.03 Grill Restrictions
  $100 per occurrence.

(h) Violations of Chapter 18 Common Elements Obstructions, Outside Storage, Mailbox and Delivery Areas
  $100 per occurrence.

(i) Violations of §20.02 Prohibited Disposal Practices
  $500 per occurrence.

(j) Violations of Chapter 22 Vehicles and Parking Not Otherwise Scheduled
  (1) First violation: $100.
  (2) Second violation: $250.
  (3) Third violation: $500.
  (4) Subsequent violations: $1,000.

(k) Violations of §22.01 General Parking Regulations
  (1) $100 per occurrence.
  (2) An additional surcharge of $50 per tire parked on the grass.

(l) Violations of §22.02 Restricted Vehicles
  $250 per occurrence, per day until removed.

(m) Not Otherwise Scheduled Violations
  $100 to $10,000 per occurrence, as determined by the Board based on the nature and severity of the violation.

## §25.02 Board Discretion, Non-Waiver, and Legal Remedies

(a) Fines may exceed $50.00 and may increase up to $10,000 per occurrence depending on severity, risk to life or property, repeat nature, or willfulness of the violation, pursuant to Bylaws §8.06(j), which authorizes monetary fines of not less than $50.00 uniformly levied and enforceable as assessments.

(b) Notwithstanding anything contained in these Rules to the contrary, the Board shall have the right to deviate from the above Schedule of Fines as it deems reasonably necessary or appropriate on a case-by-case basis, in its sole and absolute discretion. By way of illustration but not limitation, the Board may impose a written warning in lieu of a fine or increase the amount of any fine for egregious behavior.

(c) The Board reserves the right to pursue all remedies available to it at law and in equity to address violations of these Rules, the Bylaws, and the Declaration.

(d) Any fine imposed as a result of a violation of the Declaration, the Bylaws, or these Rules shall constitute an assessment enforceable under Wis. Stat. §703.165 as amended, the Declaration, and Bylaws.

(e) No delay or omission by the Board in enforcing any of these Rules, or in exercising any of the Board's rights or powers herein, shall be construed to be a waiver of any such Rule, right, or power.

(f) If any term or provision of these Rules or their application to any person, entity or circumstance shall be deemed invalid, illegal, or unenforceable to any extent by a court of law, the remainder of these Rules and their application shall not be affected and shall be enforceable to the fullest extent permitted by law.

## §25.03 Damage Liability; Reimbursement; Special Assessment

(a) **Responsibility.** Each Unit Owner is responsible for any damages, losses, claims, expenses, insurance deductibles, increased insurance premiums, and any other costs actually incurred by the Association that arise from or relate to the negligence of, or a violation of the Declaration, Bylaws, or these Rules by, the Unit Owner or the Unit Owner's Residents, Visitors, agents, vendors, or contractors.

(b) **Association and Insurance Payments.** If the Association and/or any insurance carrier makes payment relating to such damages, losses, claims, expenses, or costs, the Unit Owner shall reimburse the Association and/or the paying insurance carrier for the actual amount paid, including any deductible, uninsured portion, and any insurer- or Association-incurred costs attributable to increased premiums or coverage impacts.

(c) **Special Assessment.** All amounts due under this section may be specially assessed against the Unit Owner's Unit and collected as an assessment.

(d) **Fines are Separate.** Any fine imposed for a violation is separate from and in addition to any special assessment or reimbursement obligation imposed under this section for damages or other costs actually incurred by the Association.