SETTLEMENT OF ROCHESTER CONDOMINIUMS

RULES AND REGULATIONS

ARTICLE I
VARIANCES TO RULES AND REGULATIONS

1.1 A variance of any Rule or Regulation or special dispensation due to special or extraordinary circumstances may be granted by the Board upon the Unit Owner supplying the Board a written request detailing the need for a special dispensation. A majority vote of the Board will be required to grant such a variance or special dispensation. Any variance or special dispensation granted by the Board shall be subject to revocation by a majority of all Unit Owners, at a meeting duly called for such purpose.

1.2 All provisions of the Declarations and By-Laws shall remain unchanged. If there is any conflict between any provision of the Declaration and any provision of the Rules and Regulations, the provision of the Declaration shall control. If there is any conflict between any provision of the By-Laws and any provision of the Rules and Regulations, the provisions of the By-Laws shall control.

ARTICLE II
ASSESSMENT AND ASSESSMENT COLLECTION

2.1 The regular monthly assessments, as and for the payment of common expenses as determined by the Board pursuant to the By-Laws of The Settlement of Rochester Condominiums, Inc. Association, are due on the first day of each month.

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

2.3 All payments on account shall first be applied to the interest or late charge, if any, and then to the assessment payment first due. 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). Payments in advance will be accepted by the Association. The actual date of the Association's receipt of a payment shall control as to whether payment was made in a timely fashion. Any costs incurred by the Association as a result of the return of a Unit Owner's payment due to insufficient funds, or other similar reason, shall immediately be assessed to the Unit Owner's account and therefore against the Unit Owner's unit, until such costs are reimbursed to the Association by the Unit Owner, provided that the cost shall not be less than $25.00. No statement of "payment in full," "accord and satisfaction," or other similar notation on, or accompanying, any payment shall be binding on the Association.

2.4 An automatic assessment of $50.00 shall be made to a Unit Owner's account and, therefore, against the Unit Owner's unit in the event any assessment whether regular or special, whether an installment or otherwise, is not received by the Association by the tenth (10th) day after its due date. This automatic additional assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof.

2.5 The Association Treasurer shall provide the Unit Owner written notice of each automatic additional assessment and the resulting balance owed by the Unit Owner. The Treasurer's failure to provide said notice and/or the Unit

Owner's failure to receive said notice shall not affect, in any fashion, the imposition of such automatic additional assessment.

The resulting new balance owed by the Unit Owner must be paid in full within ten (10) calendar days of the date on which the automatic additional assessment was made pursuant to Section 2.4 above, to prevent further and/or additional collection procedures.

2.6 The Unit Owner's right to be recognized and heard at all meetings of the Association, whether member's meetings or Board of Directors' meetings, shall automatically be suspended upon the Unit Owner's failure to pay any resulting new balance owed by the Unit Owner, in full, on or before the date due, as determined in Section 2.5 above. Such suspension shall remain in effect until all moneys owed, as provided herein, are paid in full.

2.7 An automatic additional assessment of $100.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit Owner's account, shall be made to the Unit Owner's account and therefore, against the Unit Owner's unit in the event the Unit Owner fails to remit, in full, by the due date any resulting balances owed pursuant to Section 2.5 above.

2.8 Upon the assessment of the amount stated in Section 2.7 above, the Association Treasurer shall immediately refer the delinquent Unit Owner's account to legal counsel for the Association. Said legal counsel shall cause a Statement of Condominium Lien to be filed against the Unit Owner's unit, (or other such method of collection so advised by legal counsel) securing all amounts then owed to the Association and all amounts permitted under the laws of the State of Wisconsin, the Declaration of Condominium, the Association By-Laws, and these Rules and Regulations.

Once the Unit Owner's account has been referred to legal counsel, all payments of the Unit Owner's account must be submitted to such legal counsel for proper application of same. In the event a Unit Owner submits to said legal counsel a payment which is thereafter returned due to insufficient funds, or other similar reason, the Unit Owner's account and, therefore the Unit Owner's unit, shall be automatically assessed $100.00 as and for additional costs incurred by the Association in consulting with legal counsel to recalculate and adjust the Unit Owner's account. Upon the assessment as provided herein, the Unit Owners right to vote at all meetings of the Association, whether members' meetings or Board of Directors' meetings, shall automatically be suspended. Such suspension shall remain in effect until any and all monies owed, as provided herein, are paid in full.

2.9 An automatic second additional assessment of $160.00, as and for additional costs incurred by the Association to recalculate and adjust the Unit Owner's account, shall be made to a Unit Owner's account, and therefore, against the Unit Owner's unit upon the commencement of litigation against the Unit Owner for the collection of any amount owed to the Association. All costs incurred by the Association's legal counsel or advanced by the Association, with respect to prosecuting said litigation, including, but not limited to lien filing fees, court costs, post judgement supplemental costs and interest, shall be automatically assessed to the Unit Owner's account, and therefore, against the Unit Owner's unit.

2.10 Upon the Association's referral of a Unit Owner's account to legal counsel for collection, the balance owed by the Unit Owner, together with all subsequent accruing and/or additional assessments, shall bear interest from the due date at the rate of two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgement, until the Unit Owner's account is paid in full. All payments upon a Unit Owner's account shall first be applied to the interest accrued, if any, and then to assessments in the order in which they were assessed.

2.11 In the event the Association utilizes the services of a professional management company to which assessments are remitted by the Unit Owners or which is otherwise responsible for the accounting of paid and unpaid

assessments or notifying the Unit Owners of the balance of Unti Owner's account or the enforcement of any provisions of the Declaration, By-Laws and/or these Rules and Regulations, all requirements or duties of the Association Directors and/or Officers shall be the requirements or duties of the management company so retained by the Association.

2.12 Transfer Fee: A transfer fee of $100.00 shall be paid to the Association Treasurer upon closing for any resale of units. This fee will cover the cost of paperwork and copies required for such sales.

ARTICLE III
USE OF PREMISES

3.1 The Units shall be used for residential purposes only. The Common Elements and Units shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of residential units.

3.2 No nuisance shall be allowed on the Common Elements or Units, nor shall any use or practice be allowed which is a source of persistent and meaningful annoyance to the Unit Owners or Unit Owners' occupants, or which interferes with the peaceful possession or proper use of said property by the Unit Owners or Unit Owners' occupants.

3.3 No improper or unlawful use shall be made of the Common Elements or Units or any part thereof, and all valid law, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with.

3.4 No rule or regulation shall be adopted by the Board which shall deprive any Unit Owner of substantial property or occupancy rights, or which shall operate in a discriminatory manner.

3.5 Unit Owners and Unit Owners' occupants shall not make or allow any noises or odors which in any way or at any time might be objectionable to other Unit Owners or Unit Owners' occupants. Unit Owners and Unit Owners' occupants shall not cause or allow voices, musical instruments, televisions, radios or other such sound producing devices to in any way or at any time become objectionable to other Unit Owners or Unit Owners' occupants.

3.6 No Unit Owner shall decorate or alter the exterior of a Unit or the Common Elements without the prior written consent of the Board of Directors. This provision shall not be construed as to deny Unit Owners the right to temporarily decorate their units for an appropriate holiday. No brackets (attached with screws, brads, or nails), hooks, nails, screws, etc. should be attached to the exterior of the Unit while decorating for the appropriate holiday. Brackets or hooks may be used on the deck structure and front porch posts of the Unit for decorating purposes.

3.7 No Unit Owner shall plant, re-landscape, alter, or decorate any Common Elements of the Condominium without the prior written consent of the Board of Directors. Specific related rules follow.

(a) **Grass areas:** Owners may not place outside decorations, fences, swings, benches, pools, flag poles and the like on grass areas. Water hoses and sprinklers must be stored to allow for contractor grass cutting. No plantings are allowed in these areas without Board approval.

(b) **Sidewalk, porch, driveway, patio, and deck areas:** Owners may place removable planters and other removable outside decorations on their porch, driveway, patio and deck areas. None of these items are allowed on the sidewalk due to tripping concerns.

(c) **Mulch area in front of garages**: The area in front of those garages which are parallel to road (driveway to driveway) will be the sole responsibility of the Association. No owner shall add any plantings, decorations, lights, flower containers, landscaping stones, etc. to this area. The replacement of any bushes in this area is Association responsibility while the watering of bushes in this area remains an owner responsibility.

(d) **Exterior wall mulch/stone areas (areas other than those noted in "c" above**):

(d.1) Owners may place removable outside decorations, solar lights, flower containers, landscaping stones, and bird baths in these areas. All items, with the exception of large landscaping stones, must be removed by April 1st of each year. Items may not be replaced until after spring mulch work is completed.

(d.2) Owners may plant perennial or annual flowers in these areas. Owners are responsible for needed trimming of the perennial flowers and for the removal of annual flowers by November 1st of each year. Should there be damage to any plants or objects in this area which are caused by Association contractors, neither the Association nor its contractors shall be held financially responsible. Repair of damage to the building exterior caused by the owner's plantings shall be at the owner's expense.

(d.3) The Association is responsible for the trimming of all bushes, trees and grasses. The removal of dead grasses, shrubs and trees is also an Association responsibility. The replacement of any grasses, shrubs or trees in these areas is an owner responsibility.

(d.4) The Board hereby issues blanket approval for the replacement of bushes in these areas if the bush is one the following: weigela; burning bush; boxwood. Bushes other than those noted, and all trees, must be approved by the Board. The owner may plant decorative grasses and flowers in these areas without Board approval.

(e) Mulch areas around trees: No plants, outside decorations, lights, flower containers, landscaping stone, etc. may be placed around any trees in the grass areas.

(f) Utility Equipment areas: No outside decorations, lights, flower containers, landscaping stones, etc. may be added to areas around the utility equipment. Only those plantings authorized by the Board are allowable. Owners are responsible for trimming of perennial flowers and removal of annual flowers by November 1st of each year. The trimming of grasses in this area will remain an Association responsibility.

(g) Mulch & stone: No owner shall place mulch nor small stone in any area without Board approval.

(h) Birdfeeders: Owners may place birdfeeders in the exterior wall mulch area, on their patio or on their deck. Owners are responsible for the cleanup of excessive seed, and the removal of any plant growth resulting from the birdfeeder**.** Birdfeeders deemed to be a nuisance will be removed by order of the Board.

3.8 No owner of a unit may erect, post or display posters, signs or advertising material on the Common or Limited Common Elements or at locations within a Unit which are visible from the Common elements without the prior

written consent of the Board of Directors. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placards, posters or other such devices. Consent of the Board of Directors is not required for the following exceptions:

(a) A Unit Owner or their representative may erect one temporary sign of customary and reasonable dimension on the day of and relating to the open house of a Unit for sale. Said sign shall be placed in the grass by the driveway for said unit at the front of the unit only.

(b) A Unit Owner or their representative may erect one temporary directional open house sign on the East side of the entrance road to The Settlement of Rochester, in that area from the gate toward County Highway J, of customary and reasonable dimension on the day of and relating to the open house of a unit for sale.

(c) A Unit Owner or their representative may erect one temporary sign of customary and reasonable dimension relating to a unit for sale. Said sign shall be placed in the grass as close as possible to the driveway and the road at the front of the unit only without causing damage to the driveway or the roadway.

(d) A Unit Owner or their representative may not erect any signage relating to an open house or a unit for sale not directly referred to above.

(e) A Unit Owner or their representative may erect one temporary sign of customary and reasonable dimension relating to a bonafide political election. That sign may be placed inside a unit window, may be of a size no more than 18" x 24" and may be placed for a period of not sooner than three (3) weeks prior to an election and removed not more than one (1) week after an election.

3.9 One satellite dish antenna not to exceed 39.67 inches in diameter may be attached to a Unit Owner's deck. The Tower or mast used to attach the satellite dish to the deck may not exceed 24" in height. No satellite dishes or antennae of any other kind shall be allowed anywhere on the building, Common Elements, and Limited Common Elements. The Unit Owner shall be responsible for any damage to the building, Common Elements, Limited Common elements and/or contents resulting, in any way, from the existence of such antennae.

If a satellite service provider believes an antenna that conforms to the rules outlined above is not sufficient to provide service, the Unit Owner may provide the Board with written documentation explaining why an alternative is needed as well as a description of the alternative. Approval for a dish that does not conform to the rules outlined above may be permitted, or denied, at the sole discretion of the Board.

ARTICLE IV
SECURITY

4.1 No soliciting or selling, including door to door soliciting of any type, shall be permitted on any part of the Common Elements without the prior approval of the Board and the appropriate permits as required by Village of Rochester ordinances.

4.2 All Unit Owners or occupants of Unit Owners' units shall notify the Board, or property management company, of the Unit Owner's or occupant's intention to be absent from the unit for a period of two (2) weeks or longer. No Unit Owner or occupant shall allow newspapers or other items to accumulate which indicate the Unit Owner's

absence from the unit.

4.3 Each Unit Owner shall be responsible for maintaining operational smoke detectors on each floor of unit.

ARTICLE V
LEASING OF UNIT

5.1 Notwithstanding any provisions regarding leasing in the Declaration and/or the By-Laws, any Unit Owner electing to lease their unit must within (5) business days of commencement of said lease notify the Association of the following:

a) Tenant's name(s)
b) Tenant phone numbers
c) Number of occupants
d) Number of dogs or cats
e) Unit Owner's forwarding address and phone number where they can be reached
f) Written, signed statement saying tenant(s) have reviewed Declaration, By-Laws, Rules and Regulations and will comply. However, Unit Owner(s) will remain the responsible party.

5.2 A copy of a fully executed written lease must be supplied to the Association within (5) business days of the commencement of such lease.

5.3 A Unit Owner who is renting their unit shall within (24) hours (excluding weekends and holidays) of having received a notice from the Association of their tenant(s) or their tenant(s) guest having violated a provision(s) of the Declaration, Bu-Laws and/or these Rules and Regulations shall serve a "5-Day Correct or Vacate Notice" to their tenant as allowed by chapter 704 of the Wisconsin Statutes. This notice to the tenant must be sent Certified Mail, return receipt requested. A copy of this notice must also be sent to the Association Certified Mail, return receipt requested.

5.4 A Unit Owner who is renting their unit shall within (24) hours of having received a second notice from the Association of their tenant(s) or their tenant(s) guest having violated a similar provision(s) of the Declaration, By-Laws and/or these Rules and Regulations shall, as allowed by Chapter 704 of the Wisconsin Statutes, serve a "(14) Day Notice to Vacate" to their tenant(s). This notice to the tenant(s) must be sent Certified Mail, return receipt requested. A copy of this notice must also be sent to the Association Certified Mail, return requested.

5.5 A Unit Owner who is renting their unit shall be obligated for enforcing this "14 Day Notice to Vacate" as provided by law. A Unit Owner who is renting their unit shall be assessed a fee of $100.00 per day for each day that they have not complied with the provisions of this section. Provided that the Unit Owner has taken other immediate legal action to evict the tenant(s) having caused the violation, a Unit Owner who is renting their unit shall not be assessed this fee if the Unit Owner has followed the provisions of this section and the tenant(s) having caused the violations do not vacate the unit as required. The Unit owner shall be liable for all costs incurred by the Association including but not limited to damages, fine and/or legal fees to effectively correct the violations and/or evict the violating tenant(s).

5.6 Whereas the Association or the Unit Owner having the use of a facsimile machine and that the telephone number of that facsimile machine shall be readily available to the other party, a facsimile copy shall be sufficient notice and such time periods shall commence from the time of the facsimile copy having been sent provided

that the facsimile copies request and receive signed facsimile acknowledgement of receipt from the other party. This provision shall not apply as proper notice to the tenant(s) who have caused the violation.

ARTICLE VI
SANITATION

6.1 The Common Elements shall not be obstructed, littered, defaced, damaged, or misused in any manner.

6.2 All Unit Owners or occupant of a Unit Owner's unit shall adhere to any laws, ordinances, and/or rules pertaining to recycling as dictated by any governmental or Association authority.

ARTICLE VII
MANAGEMENT

7.1 No Unit Owner or occupant of a Unit Owner's unit shall or attempt to direct, supervise, or in any manner assert control over any Association contracted worker(s). Poor workmanship or performance of such individuals should be reported to the Board or property management company immediately.

7.2 In the event the Association utilizes the services of a professional management company, all notices and/or requests to the Association, the Board or any officer(s) referenced herein shall be sent to the management company. All notices and/or requests from the Association, the Board or any officer(s) referenced herein shall be sent to the management company.

ARTICLE VIII
PATIOS/ DECKS/WALKWAYS

8.1 A Unit Owner or occupant of a Unit Owner's unit shall control all barbecue fires, smoke and/or offensive odors so as to not disturb or be dangerous to the neighboring Unit Owners, neighboring units or the Common Elements.

8.2 Every Unit owner who and every Unit Owner with an occupant who barbecues on or near a deck shall have a qualified, fully operational fire extinguisher readily available during any time the barbecue is in use.

8.3 Patios, terraces, decks, or balconies shall not be used for any storage of any kind nor shall patios, terraces, decks, or balconies be used for the drying or airing of laundry, carpets, rugs, or clothing. Furthermore, no grills may be stored on patios, terraces, decks, or balconies unless they have a cover in place. Grills may only be used on driveways, concrete patios or grass areas. No clotheslines of any fashion, type or material shall be used in or on any Common or Limited Common Elements.

8.4 In accordance with the municipal code of the Village of Rochester, Racine County, Wisconsin Ordinance 3-11. G.13 which states "except for barbecue, gas, and charcoal grills, no burning shall be undertaken within (20) feet of any combustible wall or partition, exterior window opening, exit access or exit unless authorized by the Fire Chief." No fire pits of any type are allowed on patios or decks or other Common Elements or Limited Common Elements with the exception of portable fire pits, which may be used on driveways at least (20) feet from the Owner's unit.

ARTICLE IX
VEHICLES, PARKING AND GARAGE

9.1 Parking on roadways is allowed only on one side of the roadway in those areas so designated. Parking on any other roadway and easement areas within the condominium is prohibited. No vehicle shall occupy, park or otherwise block access to or exit from another unit or the approach thereto. No Unit Owner or occupant of a Unit Owner's unit may keep or store, or permit to be kept or stored any of the following items on any portion of the Common Elements or Limited Common Elements, including, but not limited to all driveways:

a) Any truck larger than a ¾ ton pickup
b) Any truck used as a commercial vehicle containing any type of storage
c) Junked, inoperative or unlicensed vehicles
d) Boats, campers, recreation vehicles, snowmobiles, all-terrain vehicles or any type of trailer
e) No vehicle of any type shall be stored in any guest parking area of the condominium

9.2 Due to the potential for fire and/or personal injury, unreasonable amounts of newspapers, empty boxes, or flammable materials and the like shall not be kept for any unreasonable length of time in the garage and/or unit of the condominium.

9.3 No individual rummage or garage type sales shall be conducted on any area of the condominium. The Association may hold up to (2) common condominium wide rummage or garage type sales in any calendar year.

9.4 Cooking, sleeping and/or residing in any vehicle, whether temporary in nature or otherwise, is prohibited in all areas of the condominium. Recreational vehicles may be on site for (48) hours prior to use, to prepare it for use and (48) hours after use for the sole purpose of cleaning the RV and removing items normally stored in the Unit Owner's unit.

9.5 Due to required periodic maintenance of and snow removal from the condominium parking areas, no vehicle of any type, which cannot be moved on a daily basis, shall be parked in any of the condominium parking areas. Any Unit Owner or occupant of a Unit Owner's unit or guest of the Unit Owner whose vehicle is not moved from the condominium parking space before or during the snow plowing event shall cause the Unit Owner to be responsible for shoveling or cleaning out that space.

9.6 Disabled vehicles that cannot be moved on a daily basis cannot be parked in the guest parking area.

9.7 No repair and/or maintenance of a vehicle shall be allowed on any Common Element or Limited Common Elements of the condominium. Such repair and/or maintenance may only be done in a Unit Owner's garage. Vehicle washing may only be done in the Unit Owner's driveway.

9.8 A Unit Owner or occupant of a Unit Owner's unit shall not park any vehicle in the Limited Common assigned parking area of another Unit Owner without the prior permission of the other Unit Owner. A Unit Owner who discovers an unauthorized vehicle parked in his/her parking area shall be responsible for contacting the police to have the offending vehicle ticketed and/or towed if the owner so desires.

9.9 No vehicle shall travel in excess of (15) miles per hour in any parking or drive area of the condominium.

ARTICLE X
PET POLICY

10.1 No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in any of the Common Elements, except that birds and fish, and not more than a total of (2) dogs and cats (2 dogs or 1 dog and 1 cat or 2 cats), may be kept as household pets by Unit Owners, provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to the conditions set forth below and such other rules and regulations which may be adopted by the Association regarding same.

a) No weight or size restrictions are in place at the current time.
b) Dogs and cats shall not be permitted on the Common Elements unless on a leash and within control of a person.
c) The Unit Owner shall be responsible for the proper disposal of their pet's waste, without regard to their control over the pet at the time or location of the waste.
d) If the Board designates an area of the Common Elements as a "pet area," then pets shall be exercised only within this area. Such designation shall not diminish the Unit Owner's responsibility under (c) above.
e) Unit Owners are responsible for the behavior of pet occupying their unit and any handler thereof.
f) Pets should be housed exclusively within the Owner's unit. No exterior pens, kennels etc. shall be allowed.
g) Pets shall be licensed by the municipality if required, and a copy of such license shall be furnished to the Association within (10) days after issuance by the municipality.
h) All pets shall be maintained in a manner as to keep any noise at a minimum level which, in any event, must not be an unreasonable annoyance to the other condominium residents.
i) No dogs or cats shall be allowed unless the Unit Owner provides continuous proof to the Association, in the form of an insurance binder of policy, confirming that the Unit Owner has liability insurance in effect providing coverage for actions of the pet. Uninsured dogs and cats and uninsurable dogs and cats are prohibited.

ARTICLE XI
RULE VIOLATIONS

11.1 Each Unit Owner shall be responsible for the violations of and/or noncompliance with the Declaration, By-Laws, Rules, Regulations, Covenants, Conditions, or Restrictions committed by the Unit Owner, any individual of the Unit Owner's household, or any occupant of the Unit Owner's unit, any tenant or sub-tenant of the Unit Owner's guest or visitor or the Unit Owner's occupant's guest or visitor.

11.2 It is the responsibility of every unit owner to ensure that the Declaration, By-Laws, Rules, Regulations, Covenants, Conditions, or Restrictions are followed and upheld by the Unit Owner's, guests and visitors, and any other persons on the properties of the Settlement. If a rule is in question, the procedure is as follows:

a) Talk to the person(s) responsible and attempt to reconcile.
b) If not resolved, submit a report form with a detailed description of the dispute and actions taken to resolve the dispute to an Officer or other member of the Board. The form may be submitted via mail, email or hand delivered.
c) The Board will contact the Unit Owner referred to in the report and attempt to resolve the dispute.
d) If unresolved, the Board will notify the parties involved of its decision to resolve dispute, which may include the imposition of a fine.

e) The Unit Owners involved in the dispute may respond in writing to the Board's decision within (3) days of notice and may request a meeting with the board. The response may be submitted via mail, email, or by hand.

Any fines or costs, including but not limited to attorney fees, incurred by the Association in order to collect any fines or costs shall constitute an assessment and said term is utilized in sub-sections 3 through and including 9 of Section 703.16 Wisconsin Statutes. Unpaid fines shall incur interest at a rate of interest provided in Article II, Sec 10 of these Rules and Regulations. The Report form may be found in Appendix A.

11.3 Any Unit Owner who shall consider he or she is unfairly accused of violation of, or noncompliance with any rule or is justified otherwise, shall be entitled to a hearing before the Board which shall designate an impartial referee for the hearing of evidence, all to the end that Unit Owners enjoy due process and the right of hearing in respect of any claim of violation. In the case of any such proceedings, the costs thereof, if any, shall be borne by the Unit Owner requesting the hearing, unless it is found by the impartial referee that the Board proceeded in bad faith or without just cause.

11.4 The notice furnished by the Board informing the Unit Owner of the alleged violation or noncompliance shall contain sufficient information as to assure that a reasonable Unit Owner may understand the violation(s) and the step(s) needed to correct the violation(s). Those may include the following:

a) The name of the Unit owner;
b) The date of delivery of the notice upon the Unit Owner;
c) The date(s) of the alleged violation;
d) A description of the rule(s) or regulation(s) violated;
e) The amount of the fine(s) that can result;
f) A description of what procedure the Unit Owner must take, if any, to cure the violation(s) and state the requirement of written intent to cure be made upon the President via the management company (if applicable) within (7) days.
g) Information regarding the Unit Owners' right to demand a hearing as follows:
    1) The Unit Owner has (7) days in which to make his demand;
    2) Such demand must be in writing;
    3) Such demand must be made upon the President via the management company (if appliable);
    4) Failure to make such demand within the required period shall constitute a waiver of the right and consequently the stated fine, if any, will be assessed against the Unit Owner, together with any cost and reasonable attorney fees incurred, and shall constitute an assessment upon the Unit Owner's unit.
    5) The costs of the hearing will be borne by the Unit Owner unless the impartial referee determines that the Board proceeded in bad faith or without just cause.
h) The signature of a member of the Board of Directors of the Association.

11.5 Upon a Unit Owner's failure to demand a hearing and after the required period of time given the Unit Owner to make such a demand, or upon finding, by the impartial referee, of actual violation if the Unit Owner has timely demanded a hearing, the Board shall notify the Unit Owner in writing, by regular mail, of the imposition of the fine. The notice shall inform the Unit Owner that failure to pay the fine within (7) days shall cause the fine and and any costs of collection related thereto to constitute an assessment on the Unit Owner's unit.

The fine together with any collection costs, shall incur interest at the rate of interest provided in Article II, Section 10 of these Rules and Regulations commencing (8) days after delivery of the notice until said amount is paid in full.

ARTICLE XII
AVAILABLE REMEDIES AND FINES

12.1 The following is a schedule of the fines that will be imposed under these Rules and Regulations, pursuant to the provisions hereof, as a result of a Unit Owner's violation of non-compliance with the Declaration, By-Laws, Rules, Regulations, Covenants, or Restrictions:

a) A WRITTEN WARNING for a Unit Owner's first violation of non-compliance with a specific By-Law, Rule, Regulation, Covenant, Condition or Restriction.
b) A charge of $25.00 for a second violation of, or noncompliance, with a specific By-Law, Rule, Regulation, Covenant, Condition. or Restriction for which the Unit Owner received a written warning pursuant to paragraph (a) immediately above.
c) A $100.00 charge for each successive violation of or noncompliance with a specific By-Law, Rule, Regulation, Covenant, Condition or Restriction for which the Unit Owner received a written warning pursuant to paragraph (a) immediately above, and incurred the imposition of the fine prescribed in paragraph (b) immediately above.
d) Notwithstanding paragraphs (a-c) immediately above, the Unit Owner shall be required at his/her own expense to repair/replace/fix to closest compliance each incidence of violation of a specific By-Law, Rule, Regulation, Covenant, Condition or Restriction in addition to paying a penalty of $500.00 for each violation of or noncompliance with a specific provision of the Declaration, By-Laws, Rules, Regulations, Covenants, Conditions or Restrictions, when in the opinion of the Board of Directors, the violation meets one or more of the following criteria:

    1. The violation is in direct defiance of a previous mandate from the Board of Directors.
    2. The violation was malicious in its intent.
    3. The violation is evidence of a pattern of the Unit Owner's noncompliance with more than one provision of the Declaration, By-Laws, Rules, Regulations, Covenants, Conditions, or Restrictions.
    4. The violation is of such a nature that the violation can not be corrected and/or that direct monetary restitution can not be determined (i.e. if alterations are made by the Unit Owner that can't be restored to their original state).

12.2 In addition to the provisions of Section 12.1 hereof, all remedy provisions of the Declaration, By-laws and these Rules and Regulations shall remain available to the Association.

ARTICLE XIII

GENERAL PRINCIPALS

13.1 The Board of Directors shall adopt rules and regulations governing the use of the Common Elements and units, as same are defined in the Declaration, and the personal conduct of the Unit Owners and the Unit Owner's family, tenants and guests therein. Such rules and regulations will be so adopted in light of the duties and rights established in the Declaration. The Board shall publish and furnish to each Unit Owner the specific rules and regulations as adopted or revised from time to time.

13.2 The Board of Directors shall retain the right to make reasonable decisions based on a solely "subjective" basis as

they may deem to be in the best interest of the Association.

13.3 As allowed in Article 5.4.1 of the By-Laws of the Settlement of Rochester Condominium Association, the Board of Directors exercises its right to ” ---by resolution create ---” the office of Sergeant-at-Arms in order to increase the Board of Directors and Officers to an odd number. The Board further confers upon the Officers the right to vote in decisions related to the affairs of the Association, including the management and operation of the condo-minimum property.

INTERIOR RESPONSIBILITIES

Painting & Sealing	Owner	Association
Condo walls, trim, doors & windows	X	
Garage walls & door	X	
Weather sealing	X	
Cleaning, repair & replacement		
Appliances	X	
Cabinets & counter tops	X	
Doors	X	
Electrical systems (incl. those located on exterior wall)	X	
Floor coverings	X	
Foundation cracks & waterproofing		X
Furnace & air conditioner (incl. lines & components)	X	
Garage door openers & remote	X	
Light bulbs & fixtures	X	
Screens	X	
Sewer - Plumbing fom main in lower level to fixtures	X	
Skylights	X	
Sump pump	X	
Telephone, TV & internet	X	
Vents to exterior	X	
Water - Plumbing from well, pressure tank, pressure guage, and main shut off valve		X
Water - Plumbing from shut off valve to fixtures	X	
Water heater	X	
Water treatment systems	X	
Windows	X	
Other miscellaneous owner installed items	X	
Insulation		
Ceilings & walls - upper level		X
Lower level walls	X	
Bug / Rodent Control		
Elimination of pests- inside (a)	X	X

Footnote:

(a) Association responsible only if there is evidence that access into building was due to exterior building repair issue

EXTERIOR RESPONSIBILITIES

Painting & Sealing	Owner	Association
Garage Door (a)	X	
Windows & Doors - including frame (a)	X	
Caulk around Doors & Windows (a)	X	
Siding (frequency determined by the Board)		X
Front entry columns		X
Porch, Porch Steps & Patio	X	
Deck (b)	X	
Siding & Trim Repair		X
Porch, Porch Steps & Patio Repair	X	
Deck Repair (b)	X	
Roof Repair or Replacement (frequency determined by Board)		X
Roof & Soffit Vent Maintenance		X
Rain Gutter Maintenance		X
Road, Driveway & Sidewalk - repair, sealing, replacement		X
(frequency determined by Board)		
Landscape Maintenance		
Watering	X	
Lawn - Mowing, fertilizing & weed control		X
Mulch area - mulch coverage, edging & weeding		X
Shrub & tree trimming and removal		X
Shrub replacement - garage front		X
Shrub replacement - other than garage front	X	
Snow Removal		
Roads & Driveways		X
Front porch area & sidewalk **(Association removes once per snowfall - Owner has ultimate responsibility)**		X
Deck & back patio	X	
Window Washing	X	
Mailbox Maintenance		X
Lighting		
Carriage light at road - sensor only		X
Garage lights (c)	X	
All bulbs (carriage and garage lights)	X	
Water		
Well supply		X
Plumbing from well into building		X
Sewer		
Plumbing from lower level main to road		X
Bug / Rodent Control	X	

Footnotes:

(a) owner may delegate, @ owner expense, to the Association - color must match existing color
(b) deck and skirting may be composite material and owner has choice of manufacturer colors; rails may be composite white material - if painted they must be white; deck support posts and framing must match condo trim if painted - if stained, they must be in semi transparent wood tone
(c) Board approval required for lamp replacements
(d) owner may install screen or storm door - color must match existing trim
(e) owner may attach flag pole bracket to front porch column or garage trim

Blanket Permission has been granted for the following:

- Screen / Storm Door: full or half light / color to match window frames
- Flagpole bracket placed on front porch column or trim board on garage
- Deck Stain: clear coat / colored stain to match building trim color / semi transparent wood tone
  Deck: may be of composite material / rails must be white / support posts and deck framing must be solid color to match building trim / deck skirt is owners' choice of manufacturer's colors

SETTLEMENT OF ROCHESTER RULES & REGULATIONS NON-COMPLIANCE REPORT

Rule/Regulation Violated:_____

Name & Address of Unit Owner Alleged to be in violation of Rule / Regulation:

_____

Description of Alleged Rule/Regulation Violation, including Date & time of Alleged Violation (specific detail necessary):

_____
_____
_____
_____
_____
_____
_____
_____

Name, Address, & Telephone Number of Unit Owner Submitting Report:

_____
_____

Date Submitted: _____