West Ridge Homes
Rules & Regulations

Important Bylaws & Declaration Policies in Everyday Language

Prepared by
West Ridge Board of Directors
Updated 2025

The Condominium Bylaws and Declaration can be daunting documents to read. The Board of Directors felt that some of the more important items should be summarized and available to residents. Of course, you should always refer to the documents for further direction. These Rules & Regulations were originally written to assist new owners but are being distributed to all residents. Keep them with your Declaration and Bylaws for easy reference. If you do not have the Declaration and Bylaws, call the Board secretary and order a set for $15. The Bylaws should have been given to you by the previous owner (along with swim tags & fob for entry to the pool). It is your responsibility to present these items to new owners in the event that you sell your unit. All our documents are on the AppFolio.

As of December 1, 2025, we are self-managed. These Board Members should be contacted for the following:
Paul Braun - work orders, grounds (262-800-2517)
Steve Rolf - complaints, employee concerns (262-388-0656)
Allyson Geil - financial questions, dues, selling & closing, and insurance (262-510-8826)
Ron Garchow – C Cluster concerns – 262-707-0790

Do not call after 5pm to 8am unless it is an emergency.

- On the internet sign into your AppFolio account. You can enter your concerns there.
- By email: westridgehoa@myyahoo.com
- By US mail: West Ridge Homes
  616 Tamarack Dr E, West Bend, WI 53095

A monthly meeting of the Board of Directors of West Ridge Homeowners Association is held the third Monday of every month at 6:30pm. Meetings are held in the Clubhouse (or virtually), located adjacent to the pool. A Visitor's Forum takes place at each meeting. Please come and introduce yourself. This is the best way for homeowners to raise questions, express concerns, and learn ways you can get involved. The Annual Meeting is held on or about the 3rd Saturday in May to review the budget, elect new officers, and discuss ongoing and future projects. Owners are notified of the Meeting date and agenda one month in advance via newsletter. All residents are invited to attend the monthly meetings and the May Annual Meeting. Listed below are the present Board members.

Officers:
Steve Rolf, President
Paul Braun, Vice President
Joan Petersen, Secretary
Allyson Geil, Treasurer

Directors:
Ron Garchow
Russell Ehley

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BOARD POLICIES

1. Our Grounds Maintenance will handle all our management duties.
2. An officer must approve each bill over $500 before our financial manager can pay the bill. Exceptions are normal monthly bills.
3. Our manager and the Board will not give out information to any real estate agent, broker, or other outside party without the expressed permission from the homeowner. Homeowners must inform our financial manager of any agents to whom we can release information.
4. Our managers and Board members will not divulge any information concerning the financial status of any homeowner or any information about the work of the HOA. Any request for information will be answered "No comment".
5. The Board and our managers will try to secure at least 3 bids on every major improvement project. Exceptions to this would be emergency situations or when there are not 3 contractors available dealing in the work needed.
6. The Board & our managers will hold meetings with homeowners affected by work before the work is done in order to explain the situation and get input (unless it is a situation needing immediate attention or is part of normal maintenance of the C-cluster buildings).
7. Closed sessions of the Board will be only to discuss matters that require the privacy of individual homeowners, financial, or legal matters. All other issues need to be addressed at open meetings.
8. The Board will not have any work done in a cluster until all homeowners have paid the assessment. Exceptions to this may involve a unit that is under foreclosure or bankruptcy or where an acceptable payment plan is in place.
9. The Grounds Maintenance Manager will keep a log of all Association tasks performed each month and will present a copy of this log to the Board.
10. The full Board will discuss all employee reviews prior to the review and receive copies of the final reviews after the review has been completed with the employee. The grounds maintenance manager will be present and have input into the reviews of all employees under his employ.
11. West Ridge Homeowner's Association has created a Facebook page for the purpose of advertising job positions. It is not intended for any kind of conversations concerning Board business or homeowner interactions. This page is not for the purpose of social media interactions. All issues concerning West Ridge should be done personally with management and/or Board members. Neither management nor the Board should respond to any social media site for official business. (Revised Sept 2023)

PERSONAL SPACE - see the Declaration Article V Section 5.01 I, J

Animals or people should not invade neighbors outside personal space that is defined as 10 feet out from the walls or decks of a unit's exterior space in all directions. Furthermore within 3 feet of the exterior wall of a unit is the personal space of the unit owner for planting and maintenance. The HOA will trim bushes in this space **unless homeowners prefer to trim their own bushes.** If this is the case, homeowners need to contact the Grounds Maintenance Manager to be put on our "No trim list". The HOA is not responsible for maintaining weeds, flowers, or other plantings or structures. Any changes on the outside of a unit wall or ground space needs to be presented to the Board for approval.

CLUBHOUSE RESERVATIONS

- Any resident can rent the clubhouse if all dues and assessments are current. The clubhouse is equipped with restrooms, a small kitchenette with a stove, microwave, refrigerator, 2 coffee makers, and 1 Keurig coffee maker. Also, 3 fans, a smart TV, a small informal sitting area with couches, 46 chairs, 4 bar stools, and 6 tables. It is heated, but not air-conditioned.
- Homeowners must be present at the clubhouse with guests and children at all times. Owners are responsible for their guest's behavior.
- Renting the clubhouse does not include overnight privileges. No one can spend the night in the clubhouse.
- Contact our secretary or social director to reserve the clubhouse and arrange a time to complete the clubhouse rental contract, receive the keys and pay the reservation/deposit fees. Contact the Board secretary or social director to set up a time to pick up the keys.
- At the time of the reservation, you provide a $100 check to reserve the clubhouse. The deposit is returned to you based on condition of clubhouse after your event and the return of keys & tags within the agreed time. An adult resident must be at the clubhouse when guests are using the clubhouse.
- For a fee of $25 you may get 10 tags for your guests to use the pool on the date of your clubhouse rental. This will allow 10 guests at a time the use of the pool. An adult resident must be in the pool/clubhouse area at all times that guests are using the pool. All 10 tags must be returned with the key to the clubhouse.
- Generally, you can get the key 1-day in advance and return it a day after the event. However, sometimes back-to-back events may give you less time to set up and clean up. If you know your event will take more time you should rent for 2 days.
- The clubhouse capacity is 78 persons as set by the West Bend Fire Department

ANIMALS - see the Declaration Section 8.04

- Each household is allowed one (1) animal.
- Dogs are not allowed in the apartment style buildings: 625, 629, 645, and 660.
    - Dogs are allowed in building 637 in units A, B, C, and D only.
    - Service Animals in C-cluster Buildings Exception: Service animals that are legally registered are allowed in these units as per state law and if legal documents are presented to the Board clearly identifying the animal and its service. i.e.: Seeing Eye dogs, therapy animal, etc.
- Barking dogs, unattended animals, and animals tied or chained outside are not allowed.
- Dogs are to be on a leash when walking on the grounds, both for the safety of the dog and other residents.
- The city of West Bend has ordinances governing the clean-up of animal waste. As a good neighbor, it is your responsibility to clean up animal waste immediately. If homeowners fail to adhere to these rules, a fine will be assessed and animals may be required to be removed from the premises.

- Dogs shall not exceed eighty-five (85) pounds in weight.
- Certain breeds of dogs, including but not limited to, Pit-bulls, Chows, Rottweilers, Akita, and any dog mixed with a wolf breed are not allowed by our insurance carrier.
- Other animals such as reptiles, farm animals are not allowed.
- No cages or kennels of any kind are allowed in garages or on lawns.
- An aquarium cannot exceed 55 gallons total.

SATELLITE DISHES- see Declaration Section 8.10
Antenna - Satellite dishes and other outside appendages are not allowed to be attached to roofs or chimneys, except as may be specifically authorized below.The following rule applies to any owner who installs a satellite dish, C.B., television ,or other antenna. The rule does not apply to the extent that it conflicts with applicable law. Owners are responsible for repairing any damage done by the installation or the removal of such equipment.

- No satellite dishes or antennas may be placed in the common area.
- In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, or within a 3-foot perimeter of the unit, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.
- Satellite dishes shall be professionally installed and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the front or side of the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).
- Such devices must be installed using permanent mounting blocks to protect the siding or on poles within 2 feet of the perimeter of the building wall.
- Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.

MAINTENANCE- see By-laws, Article VI, N-V and the Declaration, Article IV, Section 4, Article VI, Article VII
The Association is responsible for maintaining common areas. This includes snow plowing of walks, drives, parking areas and access routes as well as upkeep of all grounds and landscaping.

- Homeowners are responsible for keeping the space outside their unit in good, clean, and attractive condition.
- Homeowners are responsible for winterizing their walk and porch/deck areas. Personal items such as solar lights, free standing pots and other decorative items should be moved out of the areas that will be maintained by the association. Snow removal employees are not responsible for damage to these items, nor will they remove them prior to doing their work. Homeowners are responsible for shoveling their own personal porches and decks in the winter.
- Homeowners are responsible for marking areas they do not want mowed or trimmed with a "DO NOT MOW/TRIM" sign, as well as removing any planters, solar lights, etc. that may interfere with or obstruct the mower. Again, the maintenance crews will not move any items or be held responsible for damaged items that are in their way. Contact the groundskeeper if you do not want your yard mowed or your bushes trimmed by the Association.
- Questions regarding your yard and the removal/planting of shrubbery or trees need to be addressed with the Board by attending a Board meeting or by submitting a maintenance request or Architectural Request on AppFolio.
- When planning to make structural alterations, changes, or improvements to the exterior or grounds around the building of a home of any type, homeowners must first obtain permission from the Board of Directors. Homeowners may submit requests or attend any monthly meeting to bring proposed renovation plans to the Board. You may also submit an Architectural Request on AppFolio. Some work may be required of licensed contractors, depending on the scope of the work, and at the discretion of the Board. A city work permit may also be required. The homeowner should check on this at City Hall. Your proposal must include the contract, grounds repair, Certificate of Liability Insurance or a signed waiver of liability, the city work permit if needed, and the approval of all other owners in your cluster.
- Apartment styled condos have a responsibility to assume the shared cost of damages to their respective building. If a building or unit is damaged, the homeowner causing the damages is to pay for the repairs, either by check or by submission to their insurance company. West Ridge's insurance has a $25,000.00 deductible and does not cover all types of damage. When damage occurs that is not a homeowner's fault, such as a leaking roof, the cost of repairs is shared by the building owners.
- When a building is damaged the Board is responsible for overseeing building repairs and hiring the contractor. The homeowners (personally or through their insurance) are responsible for the costs.

POLITICAL SIGNS- see the Declaration Article VIII

- You may display political signs endorsing candidates for office or referendums up to 2 months prior to an election.
- Outdoor signs cannot be larger than 2 feet by 2 feet in size and no holes can be dug in the ground to support the signs.
- Signs must be removed within 1 week following the election.

TRASH AND RECYCLING
The City of West Bend usually collects our trash on Tuesday. If there is a holiday earlier in the week, it may be picked up a day later. Sometimes, even without a holiday, the trash is picked up a day later.

- All containers are to be removed from the road by the evening of city pick-up and placed back in the corrals provided or back inside garages for owners who have individual garages and their own containers. Fines will be issued if owners do not adhere to this policy.
- Only trash and garbage are allowed in the bins. Items like, shrubbery, grass cuttings, wood, and other bulk items must be taken to the West Bend Municipal Garage.
- Other items such as carpets, mattresses, furniture, paint cans, and household appliances are not accepted at the dump and must be

taken to Advanced Waste Management, though there is a fee.

- Owners can call the Grounds Maintenance Manager at 262-388-1765 for pick-up of these items. You will be responsible for any costs.
- Advanced Waste Management provides recycling every other Tuesday morning (contact the City of West Bend if you have lost your schedule of pick-up times). Paper products, glass, plastic, and metal items are recycled. Each unit has its own bright green recycling bin with a yellow cover. C-cluster buildings have recycling bins by the garage area and/or by the other trash bins.
- All cardboard must be cut up to fit in the recycling bins. Cardboard not in the bins will NOT be picked up.
- Recycling bins must be placed with the arrow facing the street and at least 3 feet from other bins.
- No garbage or recycling items should be placed on the ground around the garbage bins except on the day of pick-up. It is very unsightly and messy. If your bins are full, you may use those by other buildings.
- Items left outside of the bins that have not been reported to the grounds maintenance manager for pick-up, will be taken away by us and the cost will be charged to the cluster where the item was left. Please take on the responsibility for your trash and get it taken away properly.
- If you receive "pink" slips from the City of West Bend, contact them about the issue. West Ridge HOA is not responsible for your personal trash and recycling issues.

OUTSIDE COOKING -

- The West Bend Fire Code allows for the use of electric ranges or grills on balconies and decks. All open fire, such as gas or charcoal grills and fire pits must be located 10 feet from the building or overhang when in use.
- However, for our apartment and 2 story units, the Code prohibits the use of hibachis, gas-fired, or charcoal grills and other similar devises used for cooking, heating, or any other purpose on balconies and under overhanging portions of any structure.
- Such grills may be stored on balconies, porches, or decks, but cannot be used there.
- Grills cannot be stored outside of garages on walkways or driveways when not in use.

WOOD BURNING FIRE PITS

The City of West Bend has regulations regarding the use of wood burning fire pits. These regulations are incorporated in our policies.

- Owners must get Board approval before obtaining a wood burning fire pit and must sign a Waiver of Liability which Pointe will supply to you.
- Wood burning fire pits must be placed on concrete or concrete pavers when in use and according to West Bend City must be at least 10 feet from any building or overhang in a building with 1 or 2 units and 25 feet from any building with 3-units (or more).
- Wood burning fire pits must be located away from over hanging trees and may not be used on common area grass.
- Wood burning fire pits must be fully enclosed meaning that any openings through which air or other gases may enter or escape are fully covered by spark arresting screens which are meant to contain escaping embers and ash.
- Portable fire pits may be stored on balconies, porches, or decks, but cannot be used there.
- Burning of household trash, plastic or extremely flammable items is prohibited.
- Use of charcoal lighter, gasoline or kerosene to start the fire is prohibited. Only non-chemically treated wood can be used.
- Wood for burning cannot be stored outside your unit.
- Wood burning fire pits can never be left unattended. All embers must be doused with water until fire is extinguished. Ashes must not be dumped in the common areas.
- Wood burning fire pits must adhere to the West Bend City ordinances.
- NOTE: Propane fire pits are an option, and use follows the same rules as grilling. They are easier to use and do not need a waiver.

USE of FIREARMS & OTHER WEAPONS

- West Ridge Homes adopts the City of West Bend's rules & Wisconsin statutes regarding the use and possession of firearms and other weapons as follows:
    - No person except an authorized police officer shall discharge any firearm or other dangerous weapon within the boundaries of the City of West Bend (West Ridge Homes).
    - Homeowners and residents are not banned from having firearms and weapons or from using weapons for self-defense if threatened but must follow the city and state laws governing the possession of any weapon.
    - These weapons include (but are not limited to) all guns, rifles, assault weapons, shot guns, air guns, BB guns, bow and arrow, crossbow, sling shots, blow guns and other similar weapons.
    - POSSESSION OF FIREARMS. (Rep. Ord. #2232 – 12/18/95; Cr. Ord. #2697 – 10/1/11- Effective 11/1/11). Sections 175.60(2g) (b) and (c) and 175.60 (16) of the Wisconsin Statutes, as updated and revised from time to time, are hereby adopted by reference.
- The City of West Bend defines firearms as any weapon from which a shot may be fired by the force of an explosive or propellant.
- The City of West Bend defines other dangerous weapons as bow and arrows, crossbows, sling shots, blow guns and other similar weapons.
- All homeowners are directed to contact the City of West Bend Police to report any violations of weapon use.

HOME-BASED BUSINESS RESTRICTIONS- see the Declaration, Article VII, Section 8.02

No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein. A Unit occupant may operate a business out of his or her Unit, but only if he or she does not:

- Erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the common elements or from outside of the Condominium
- Conduct a retail business out of his Unit by which a sale is consummated in the Unit

- Conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium
- Conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased
- Conduct a business that will cause traffic or pedestrian congestion or parking scarcity within the Condominium
- Conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner.

INSURANCE COVERAGE- see By-laws, Article IX, E and the Declaration, Section 8.04 and Article X (Revised Sept 2023)

- Improvements to units such as new kitchen cupboards, extended decks, new flooring are covered under the HOA insurance after to the associations deductible amount. All homeowners are responsible for the deductible on West Ridge Homeowner's Insurance as further detailed in the Declaration. The HOA deductible is presently $25,000 (2024).
- Homeowners are responsible for personal property items. For further information on the amount and types of coverage unit owners should have, refer to the Declaration. Your agent should be aware that you own a condominium. An HO-6 policy is recommended.
- Owners should inform their insurance company to add West Ridge Homes as a certificate holder so your accord form is automatically sent us annually.
- All homeowners should check their personal homeowners' insurance to make sure that sewer back-up coverage is included. This is usually a rider. This will cover repair, replacement, and damage to personal property. C-cluster units need this coverage for any personal property stored in the common garages or storage units in the basements.
- Homeowners with tenants are required to supply the lease and the tenants HO-4 insurance policy information to the Board. You should also inform your insurance agent that you have tenants.

DUES AND ASSESSMENTS - see By-laws Article VI, Section 6.01 G, H,V, Article IX, Section 9.01-I and the Declaration Article XII, Section 12.03

- As a homeowner, you are expected to stay current in your monthly dues and assessments.
- Monthly dues are due on the first of the month and must be posted by the 5th of the month.
- You can have your dues automatically transferred by visiting our bank website propertypay.firstcitizens.com. You will need ID numbers associated with your unit. If you have misplaced this information, contact our Financial Manager at 414-333-5716.
- In addition to the monthly dues, the Board is authorized to issue special assessments for all homeowners. These are additional monies needed to defray, in whole or in part, the costs of capital improvements to the common areas such as pool renovation, repair of retaining walls, road repair or unanticipated expenses. Announcements are sent to all homeowners involved in any special assessments. We encourage you to attend these Board meetings and express your views.
- C-cluster units are also billed for shared building common limited expenses such as hall electricity and heat, water costs, cleaning service, etc. Catch-up statements are billed twice a year and are due within 30 days of receipt. A and B clusters are billed individually for their own utility expenses and do not get catch-up statements.
- Owners who are delinquent in payment of dues and/or assessments will be unable to vote, use the pool, or rent the clubhouse while a condominium lien is filed against their unit.
- The Board is authorized to impose fines, charge interest on overdue balances, file liens and/or take any other legal action necessary to obtain delinquent funds. See also the "Arrears Policy" below.

LIMITED COMMON ELEMENTS, COMMON ELEMENTS & EXPENSES- see By-laws Article VI Section 6.01 F, Article IX and the Declaration Article VII

In addition to your regular dues, sometimes there are extra expenses when owning a condominium. In our governing documents, there are two distinct types of common limited expenses: Individual homeowner expenses called Type I, and shared cluster expenses called Type II. Expenses shared by all owners for all the Common Elements are the items your dues are based on. The basic rule here is "If you use it or benefit from it, you are paying for it". Here is a summary of what each means.

- Type I - LIMITED COMMON ELEMENTS- Those elements used exclusively by a single unit owner. That owner is responsible for those expenses, maintenance, and repairs. Examples: all spaces inside a unit, windows, doors to unit, patios, balconies, decks, unshared roofs, attics & basements not shared with another unit, landscaping within immediate proximity to unit, sidewalks to a unit doorway, some exclusive use driveways. With Type I, Board Policy is to assess only the homeowner who has exclusive use of an area, not the entire cluster/building owners.
- Type II - LIMITED COMMON ELEMENTS **-** used by all or some occupants of a building/cluster. Examples: Front doors and stoops on the C-cluster buildings, driveway entrances off road to clusters, shared roofs, shared basement or attic areas, shared hallways, parking areas on Westridge Dr., driveways to C-cluster garages. The expenses are shared by units in the cluster or the number of units benefiting from the area. This includes the common shared expenses of the apartment style buildings that include common water bills, hallway cleaning, fire protection, water softening, etc. These are assessed monthly to the C-cluster buildings. Board Policy is to only assess costs to homeowners in a cluster who use the areas, not to homeowners in a cluster that do not use the area. Some A and B clusters also have common areas like driveways.
- COMMON ELEMENTS – These are areas that all homeowners benefit from and are paid for by your association dues. Examples: Westridge Dr., sidewalks on Tamarack Dr. and between some buildings, clubhouse, pool and parking lot, mowing, snow plowing, etc. All 138 units share these costs.

WEST RIDGE ARREARS POLICY- see By-laws Article VI Section 6.01 B,I,J and the Declaration Article IX, Section 0.09 C.

Fees levied by The Association are used exclusively to promote the health, safety and welfare of all the unit owners of the Association and for the improvement and maintenance of the Common Elements and Limited Common Elements for the good of the Association. Condominium dues are an annual assessment payable in monthly installments. C-cluster common fees are for the common expenses these clusters incur. The Association determines the amounts and payment options. The Association will exercise the full power of the law to collect past due fees to protect the assets of the Association.

1. The regular monthly assessments are invoiced on the first of the month and are due by the 5th day of each month.
2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's written notice to the Unit Owners informing them of the special assessment.
3. All payments received will be applied to the oldest amounts due on record. The Association will not accept payments tendered for current amounts due if the instrument of payment is drafted with a future date (i.e., a post-dated check).
4. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, not the date on the check, is the date of payment.
5. 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
6. A late fee of $50.00 shall be assessed against a Unit owner for any payment not received by the Association by the 10th day of the month during which the assessment was due.
7. The basic collection system of the Board shall be as follows:
   - The monthly assessment(dues) is due on the FIRST day of the month
   - At the 5th day of each month, if a payment is not made, a notice of arrears will be sent to the unit owner making them aware that the payment is past due and if not paid by the 10th of the month a fine of $50 will be assessed.
   - A copy of the collection policy will be sent with the arrears notification.
   - If the dues and fine are not paid by the 1st of the next month another $50 fine will be assessed. And interest on arrears plus fines will be charged.* This process will continue until the dues, fines and interest are paid.
   - When the unit owner is 60 days past due, a notice will be sent to the unit owner informing them that their account is being turned over to the collection attorney. Fines, interest, and legal fees incurred attempting to collect the funds owed to the association will be applied to the delinquent unit owner's account. Unit owner must now communicate with the collection attorney and all fees, fines, interest, and balances are paid through the collector.
   - At the 90-day past due mark, the association will file a lien against the unit.
   - At the 120-day past due mark the Association may proceed with foreclosure action.
   - Any and all legal fees incurred to collect a past due balance will be charged to the unit owner in question. In addition, interest shall accrue on unpaid balances at the compound rate of 1.5% per month (18% per annum).
8. Once a Unit Owner is notified or becomes aware that their account has been referred to legal counsel all payments, until the account is current, must be submitted to the legal counsel, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner.
9. In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.
10. Hardship Consideration– A homeowner who has experienced an unusual financial situation can petition the Board in writing to set up a payment plan for arrears and temporary relief from foreclosure. The owner must petition the Board by the 2nd month of arrears. The Board will decide on the plan after consulting with the homeowner, our financial manager ., and attorneys if needed. It should be noted that if the situation is permanent the Board may have no choice but to pursue foreclosure to protect the interest of the HOA. All months that the payment plan is followed will not be assessed the $50 monthly fine. Any month that the payment plan is not met will negate the agreement and foreclosure will commence and fines will be applied. Attorney fees are applied in all months.

GRIEVANCE PROCESS AND PROCEDURES - see the Declaration Article IX, Section 0.09 C.

- Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may request that the matter be heard by a Grievance Committee. Such request must be in writing and be provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.
- The Grievance Committee shall consist of an owner from each cluster. For any complaint, three (3) members of the committee will be chosen by the Board to hear the complaint. The members of the committee shall not be officers or members of the Board of Directors of the Association.
- For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
  1. A letter shall be sent by certified mail, return receipt requested, informing all Parties
     a) Of the time, place and date of a hearing before the Grievance Committee
     b) Of the right to counsel; and
     c) That evidence shall be received, and a record made whether or not the party complained against attends.
  2. The hearing shall be divided into two (2) sections:
     a) The hearing; and
     b) The determination and decision.
  3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
  4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
  5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding

party assessed against the complaining party.
6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

- The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
  1. The award was procured by corruption, fraud, or undue means.
  2. There was evident partiality or corruption on the part of the Grievance Committee, or any of the members
  3. The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced
  4. The Grievance Committee exceeded its powers, or so imperfectly executed hem that a mutual, final and definite award upon the subject matter submitted was not made.

POLICIES on RULES INFRINGEMENTS & NUISANCE COMPLAINTS- see the Declaration Article VIII Section 8.07

COMPLAINTS NOTICE OF INFRINGEMENT OR COMPLAINT

- Management sends a notice via letter or email about the issue to both the homeowner and renter of unit if unit is rented.
- The deadline date to remedy the situation can vary from immediately to 1 month depending on the seriousness of the issue or safety concerns.
- The fine amount that will be assessed if the situation is not remedied in the allotted time will be stated in the letter.

FINES

- Animal and related fines are $50, unless management has to clean up animal waste, then the fine is $100 per incident.
- Costs of safety issues that need to be done immediately will be assessed to the homeowner. A fine may also be assessed starting at $50 per incident.
- Other issues will have fines ranging from $25 to $100 depending on the seriousness of the incident and the cooperation of the residents involve.
- Management will send notices of fines each month to the owners and report the status to the Board until resolved.
- If the situation is not taken care of by the due date or if the fine has not been paid, an additional $5 per day will be charged until the situation is resolved.

VANDALISM

- Immediate fines will be set to cover the costs of the repairs plus at least $100 fine per offense.
- The police will be contacted and if the offense warrants, prosecution action will be taken.

LOSS of PRIVILEGES

- The Board will determine if privileges will be suspended. Owner will be notified of the nature and length of the suspension.
- Suspensions can include voting privileges and/or use of the pool and clubhouse. If the loss of pool privileges is decided, the owner will have to surrender their pool fob until the suspension is lifted.
- Suspension of privileges is lifted when the fines and/or situation are resolved to the satisfaction of the Board.

COMPLAINTS ABOUT EXCESSIVE NOISE AND LIGHTING

- Homeowners who are experiencing excessive noise or lighting issues with neighbors need to document the situations with photos or recording. Every effort should be made to document witnesses and get their collaborating statements in writing, signed, and dated.
- Complaints should be made with the West Bend Police and with the Board of Directors. The Board will follow our regular procedure for nuisance complaints. The City will follow their procedures and issue citations, warning and fines.

VOTING - see By-laws, Article I, Section 1.03 and Article II and the Declaration Article XII Section 12.02

Each unit has one vote in all situations requiring homeowner input. This includes elections of the Board of Directors, amendments to Bylaws, and other issues brought by the Board.

- If a unit is co-owned, by state law, the owners must file a Voter Certificate with the Secretary, designating which owner is the voter. Call the Secretary for the form.
- If a voter cannot attend a meeting, a Voter Proxy can be filed with the Secretary, designating another homeowner to cast your vote for that meeting. Call the Secretary of the Board to obtain a Voter Proxy form,
- Homeowners who are not current in their dues, assessments and/or other fees and fines and have a lien filed against their unit cannot vote. Voting rights are reinstated when the accounts are paid and the lien is released, Homeowners in this position are also not allowed to use the pool or clubhouse.

VEHICLE MAINTENANCE- No vehicle maintenance or repair of any kind may be conducted outside on our grounds.

ELECTRIC VEHICLES.

If an Owner/Occupant wishes to charge an electric vehicle on the condominium property, the Owner/Occupant may not charge the vehicle from common electric outlets. Electric vehicles may only be charged at an outlet tied to the meter associated with the Owner/Occupant's Unit, such that the Owner/Occupant will be fully responsible for the costs of charging the vehicle.

MOTOR VEHICLES POLICIES - see the Declaration, Article VIII Sections 8.05 and 8.06

Owners may not keep more than two (2) motor vehicles (including motorcycles) on West Ridge property unless written permission is obtained from the Board to rent an indoor parking space from another homeowner.

- Unregistered or abandoned vehicles, trailers, snowmobiles, mobile homes, or other similar vehicles cannot be parked on the premises, unless inside a garage.
- Trucks, license type C, are not allowed to be parked on West Ridge property unless a contractor is engaged in work at a unit.
- Long-term storage of unused vehicles is prohibited in all outside parking spaces.
- Vehicles parked in common garages (625/629) must be in good working order and should not pollute or leak.

Procedure for Obtaining Board Permission for More than 2 Vehicles on West Ridge Property. Section 8.06 of the Declaration states that each unit is allowed 2 vehicles. It also allows that an owner can request to park additional vehicles on the property from the Board. The Board has determined that this is the process that should be followed to request an additional vehicle and the guidelines for approval.

- A homeowner can request permission to have an additional vehicle that needs the vehicle for personal use, to go to work, or school or if a long-term visitor will be in residence.
- No more than 1 extra vehicle will be permitted to any unit.
- The homeowner should write a letter to the Board with their request. The request should be mailed to the Board Secretary or can be delivered in person at a Board meeting. The letter should include the reason for request, the length of time of request, and vehicle information.
- If the Board grants the request, the vehicle cannot be parked on any common area. This includes shared driveways, the clubhouse parking lot, and Westridge Dr. parking areas. It can be parked on personal driveways or Tamarack Dr.
- To use extra parking spots in some of the cluster's common parking areas all owners in the cluster must agree to the 3rd vehicle. The approval signatures of cluster members should be included in the request letter.
- Vehicles will need to be moved to allow for plowing. If vehicles are blocking driveways, plowing will not be done. We do not plow Tamarack Dr. so city regulations will apply there.

PARKING - see the Declaration, Article VIII Sections 8.05 and 8.06

- Each townhouse, side-by-side, or single home (A & B clusters) has exclusive use of their built-in garage. Parking for one car or guests may be on your personal driveway. Temporary parking on Westridge Dr. is allowed.
- Apartment styled homes (C clusters) at 625 and 629 Westridge Dr. have the right to one (1) motor vehicle parking space in their basement parking garage as well as street parking. Parking for a 2nd car or a guest is available along Tamarack Dr. & Westridge Dr. Policy for use of the 3 extra parking spaces in the common garages:
    - Extra spaces are rented for $25 per month. This is applied to the common limited expenses in the building
    - If a space becomes available, the owners in that building are asked if any of them want the space. If more than one owner shows an interest a drawing is done by the secretary to decide who gets the spot.
    - Only owners in the specific building or the HOA can rent the spaces.
    - If no owner is interested, then the space remains unused, and no rent is collected.
    - Spaces rented by the HOA will remain until the HOA no longer needs the space.
- Each Rowhouse unit (C cluster) has exclusive use of their built-in garage. Parking for a 2nd car or guests may be on your personal driveway, Tamarack Dr. or Westridge Dr.
- Homes at 637 Westridge DR. (C cluster) have 1 designated parking space per unit provided in the 12 parking spaces reserved on the horseshoe driveway adjacent to their entrance. Parking for a 2nd car or guests is available along Tamarack Dr. or Westridge Dr.
- Homes at 645 Westridge Dr. & 660 E. Tamarack Dr. (C clusters) have a designated garage. Parking for a 2nd car or guests is available along Tamarack Dr. and Westridge Dr.
- Parked vehicles must not interfere with entry or exit of any home, whether yours or another homeowner.
- The Clubhouse parking lot is reserved for those attending clubhouse events or using the pool. It is not available for overnight or long-term parking.

RENOVATIONS to HOMES- see the Declaration Article VI section 6.05, Article XII Section 12.03 G

- Homeowners are allowed to renovate the interiors of their homes. This includes changes such as painting/papering of walls, carpeting, addition of new appliances, etc. However, common interior areas such as basements and attics or load bearing walls inside the unit need Board approval.
- In apartment style buildings, holes in the ceiling of 2nd story units need Board approval and must include a plan to adequately seal the opening, so air does not escape into the attic.
- Homeowners of apartment style condos are also free to attach satellite dishes for televisions outside the wall of their unit, but not on the roof. Satellite dishes should not obstruct the view outside of any window. See above for additional rules related to Satellite dishes
- Permission from the Board is required when changing all external features (including internal common areas like attics or basements) of the home such as, but not limited to, window/door replacements, new gutters, siding, roofs, driveways, garage doors, etc. This is to ensure consistency of colors and styles across the cluster & association and to coordinate projects planned by the Board with those initiated by individual homeowners.
- Structural alterations, changes, or improvements to the exterior of the building or any common or limited common elements may require the following:
    - Copy of the contract from a licensed contractor including the full bid, project specs, & costs.
    - The contractor's Certificate of Liability Insurance or a signed waiver of liability.
    - Inclusion of landscape repairs
    - Any city permits needed
    - Signatures of approval from all cluster owners.
- Homeowners with outside mailboxes may replace mailboxes. Only black mailboxes should be purchased, of the same size, to

ensure uniformity with existing mailboxes.

- Any homeowner having renovations done to their home should request a Certificate of Liability Insurance from their contractor. Make sure the certificate includes workmen's compensation, as the Board insurance will not cover injuries to persons contracted by individual homeowners to do work in their unit or building.
- Homeowners are encouraged to rent commercial dumpsters to collect waste when doing renovations to their homes. Before renting the dumpster, homeowners need to contact the Board for approval and in some cases, you may be asked to consult with your cluster neighbors. The Board will require a certificate of liability insurance from the contractor. The Board will designate where the dumpster can be located and will require that the dumpster be placed on wood/pallets to reduce damage to the grounds. Homeowner will be responsible for any damage to the grounds and/or hard surfaces caused by the dumpster. Dumpsters will be limited to 2 weeks but may be extended, if necessary, by contacting the Board.
- Any homeowner who does renovations as outlined above, without following the policies established by the Board will be subject to fines and will have to pay all expenses involved in rectifying the non-approved work.

PRIVACY FENCES

A fence shared with a neighbor separating your patio areas. As a homeowner you are responsible for maintaining all fencing. When a fence needs to be replaced the owner(s) must get Board approval. Shared fences have shared responsibilities and costs. Homeowners are expected to keep their fences in good repair. From time to time the Board may require repairs or replacement of the fences.

- Homeowners are allowed to hang items on their side of the fence but should never extend hangers or objects on the neighbor's side.
- Homeowners may use ground lighting or other low voltage lighting on their side of the fence, but no lighting should shine into the neighbor's side.
- Decisions about the shared fences must be agreed upon by the mutual neighbors.
- The Board is favoring replacing fences with vinyl but will listen to all requests with other materials.

RENTING YOUR UNIT - see By-laws, Article X

- All owners can rent their units in accordance with the restrictions set forth in the Bylaws; owners prior to 2022 can rent their units up to a total of 14 units rented at one time. New owners starting in 2022 are not able to rent their units unless they qualify under the hardship exception outlined in the governing documents. All owners can have immediate family members occupy their units. This does not affect the renting cap.
- If you purchased your unit prior to 2022, you can rent the unit up to a cap of 14 units rented at one time in the association. Starting in 2022 new owners must occupy their unit and are not able to rent their units. All owners can have immediate family members (i.e., adult children, parents, grandparents, siblings) occupy their units which is exempt from the renting restrictions. For all owners there is a hardship exception allowing for renting outlined in the governing documents.
- As a landlord you are responsible for the actions of your renters and any monetary damages they may cause to common areas.
- You must provide a copy of your rental lease and proof of renters insurance, along with a completed renter information form signed by the renter/lessee and the owner. A new form must be submitted if there are any changes or updates to the renters/lessees. Call our financial manager at 414-333-5716 or go to AppFolio for the Renter Information form.
- Owners must supply renters with a copy of the Bylaws, Declaration, and Rules & Regulations and ensure that they know and follow the rules that all homeowners need to abide by. Renters must sign that they have been informed, read, and will abide by our governing documents.

SELLING YOUR UNIT

- When you decide to sell your unit, both you and your realtor are responsible for contacting the Board and our financial manager for all necessary documents as soon as you put your unit on the market.
- It is the seller's responsibility to furnish potential buyers with the Declaration, the West Ridge Homeowner's Association Bylaws, and the Rules & Regulations documents, and the Seller's Responsibilities. Contact our financial manager as soon as you decide to list your home. They will fill out all necessary documents required.
- The Association financial management will provide the Executive Summary and Budget.
- The Bylaws prohibit lawn sign advertising, but you can place a sign in a window or door. No signs can be placed on lawns or driveways that need to have a hole dug.
- Signs cannot be larger than 2 feet by 2 feet in size.
- Signs may be posted outside during an Open House but must be removed immediately after the event.

SELLERS RESPONSIBILITIES

- There is a Capital Contribution required of all new owners of 2 months dues. This is deposited into the Reserve Fund. As a seller you should inform potential buyers of this.
- All sellers are responsible for any costs to the HOA involved in the closing. These costs will be applied to the regular budget of the HOA.
- The latest copy of the Bylaws, Declaration, and the Rules & Regulations, and the Seller's Responsibilities, must be turned over to new owners. Copies of these documents are on AppFolio.
    - If the seller does not supply these documents, there will be a $15 charge on the seller at closing.
    - The charge will be paid to the West Ridge Homeowner's Association at closing.
    - The HOA will then supply the new owner with these documents.
- The pool FOB (electric entry to pool) and 6 swim tags must be turned over to new owners.
    - If the seller does not supply the FOB, there will be a $15 charge on the seller at closing.
    - If the seller does not turn over the pool tags, there will be a charge of $1.00 each on the seller at closing.

    - The charge will be paid to the West Ridge Homeowner's Association at closing. The HOA will then supply the new owner with these items.
- The keys to your mailbox, unit, garage, and lobby must be turned over to the new owners and the
    - There is a $80 fee for the mailbox key.
    - There is a $80 fee for the unit keys
    - There is a $20 fee for lobby keys.
    - There is a $50 fee for garage door openers
- There is a fee of $200, on the seller at time of closing to cover the costs of filling out the questionnaires from realtors and closing documents.
- A full disclosure of all impending improvements/assessments must be supplied to new owners. The HOA has a 5-year Plan as do each of the C-clusters.
- If you have a satellite dish, it cannot remain. If a seller has not removed these attachments to their unit before closing, a $150 fee will be assessed to the seller at closing.
- The C-cluster owners will be required at closing to pay the pro-rated building common limited expenses determined by the Treasurer or Financial Management. This is credited to the new owner and kept until the next catch-up statement is prepared.

PLAY/ACTIVITY WITHIN COMMON AREAS

The following are allowed:

- Drawing with Chalk
- Playing Outside
- Playing in common areas
- Riding bikes in driveways and on sidewalks
- Playing kickball & other games in common areas

The following are NOT allowed:

- Being closer than 10 feet to a home (all sides) that is NOT your own. This includes other unit's decks, porches, gardens, bushes, grassy areas, patios, etc.
- Running or play in parking areas, behind cars, or on/in the streets
- Leaving bikes in the driveways/sidewalks or on the grass
- Entering the apartment style buildings without being buzzed in
- Playing in the apartment style garage/hallways/basements/storage areas, etc.…
- Playing/swinging or step on the stair rails or play/climb on ANY retaining walls or common area trees.

CAMERA/VIDEO DOORBELL INSTALLATION AND USE POLICY

The Association in general allows the installation of camera doorbells and surveillance cameras in those situations and places where the security of either people or property would be enhanced, subject to the prior written consent of the Board, if they will be placed in the common or limited common areas. Any camera allowed to be installed must be used in an appropriate, professional, ethical and legal manner consistent with all existing applicable laws and Association policies.

- Cameras will be limited to situations that don't violate the reasonable expectation of privacy as defined by law, such as pointing the camera into someone's unit.
- Purpose. The purpose of this policy is to regulate the use of surveillance cameras to protect the legal and privacy interest of the Association, its members and guests.
- Rules. The function of surveillance cameras is to assist in protecting the safety and property of the Association, its members and guests. Accordingly, any camera used on the property is subject to the
- following:
    - The primary use of surveillance cameras will be to record images for future identification of individuals in the event of legal or policy violations.
    - Any images or recordings from cameras located on the exterior of any unit or which captures images outside of units shall be available to the Board on request
    - All images or recordings must be maintained by the unit owner or resident for a period of at least 7 days
    - If an incident occurs that is substantiated with surveillance camera data and a member, resident, or guest (child or adult) is involved, either as a victim or suspect, the data shall be transmitted to the Board by the unit owner or resident who owns or controls the camera.

HARASSMENT of EMPLOYEES, CONTRACTORS, or BOARD MEMBERS- Harassing behavior will include any unwelcome contact and/or excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees, or vendors, the Board, or other residents. Unwelcome contact may include photographing individuals without their prior consent.

- Excessive is defined as more than one (1) contact; either email, text, phone call, mail, or visit to place of service, per week about the same subject or concern.
- If a question has been asked and answered and is still being asked, that will be construed as excessive.
- Any disruptive or harassing behavior by a Unit Owner or his or her proxy holder at an owners' meeting may result in fines being assessed to the Unit Owner

The following rules are being established to promote a safe, rewarding, and inclusive work environment at West Ridge Homes

- Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other condominium members, residents, guests, occupants, invitees; or, directed at management, its agents, its employees, or vendors.

- Taking photographs, video, or recordings without consent is prohibited.
- Harassment or intimidation of any kind is prohibited.

If any of the above actions are reported the follow-up is as follows:

- All complaints and concerns must be made through the Board President.
- Maintenance by our crew around the unit may cease until the issue is resolved.
- The Board President will notify the offender of the report and solicit a response.
- After talking to both parties, Board President may recommend:
    - A first-time warning to cease the harassment
    - Or if the harassment is a repeated situation:
        - If employees or other owners are threatened, then work around the threatening owner's unit will cease. Necessary grounds work will be contracted out and the harassing owner will be assessed the costs.
        - A fine of $50 will be charged for every repeated offense.
        - If the fine is not paid in 14 days, it will increase to $100. Every 14 days the fine will increase by $50 until it is paid. If the fine has not been paid in 56 days a lien will be filed on the unit owner.
        - The fine, cease work order, and lien will remain in effect until the fine is paid.
- Once the fines, and any costs associated with the situation are paid, and the resident has agreed to cease the harassment, then maintenance will recommence, and any liens will be dismissed.

USE OF THE POOL

The pool is one of our best assets. Each home or apartment style condominium is given a key fob to enter the pool (replacement cost is $15). Please use common sense and be considerate of your neighbors when using the pool. Often small children and families are at the pool. All residents and guests should monitor language and the use of alcohol.

- The pool is open 24 hours. Guests are not allowed after 10 pm in the evening until after 8 am in the morning.
- Anytime you witness unsafe or illegal behavior at the pool, you can ask the people involved to stop or leave. If you feel uncomfortable at the pool, you can call the Board President to report the situation. If behaviors are threatening or if an emergency situation exists, use the phone to call the police or 911.
- You must always have your swim tags with you at the pool. Tags can be replaced for $1.
- Remember, there is no lifeguard on duty nor is there a pool supervisor.
- You are responsible for the care and behavior of your guests.
- Because of safety concerns running, diving, and horseplay are not allowed. The pool area is not large enough to allow these fun things. Use your good common sense and restrict your activities when the pool is busy.
- No food is allowed inside the fenced area around the pool. Beverages are allowed, but only in unbreakable containers. Although alcohol is not banned, use common sense and restraint while using alcohol at the pool.
- The Pool Equipment House is restricted to maintenance personnel only.
- The pool is generally open every day from Memorial Day weekend to Labor Day as weather permits. Occasionally the pool is closed for service, and the gate will be locked.
- The pool has an in-water capacity of 37 people. Residents have priority use of the pool. If you have guests and the pool is crowded, you should, as a courtesy, temporarily ask your guests to come out of the pool.
- The Board can revoke the privilege of any homeowner from using the pool. If so, the owner will have to relinquish the pool swim tags and fob until the Board reinstates their privileges.

WEST RIDGE POOL RULES AS POSTED AT THE POOL- POOL CAPACITY – 37 People

WARNING: ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. There are no lifeguards on duty. OWNERS AND MANAGEMENT ARE NOT RESPONSIBLE FOR ACCIDENTS OR INJURIES.

1. **To use the pool, you must have pool swim tags. They should be easily seen.**
2. **A resident must accompany ALL guests, except the resident's adult children.**
3. A responsible adult, at least 18 years of age, must accompany children under 15 years of age.
4. Shower before entering the pool and after use of toilet facilities.
5. Do not enter the pool if you have a communicable disease or an open cut.
6. No sharp objects or glass of any kind are allowed in the fenced in area of the pool.
7. No animals/animals are allowed in the fenced in area of the pool. No animals/animals may be tied up and/or left unattended on the patio area.
8. Swimwear should be worn when in the pool.
9. Diaper changing in the pool area is prohibited. Use the restrooms inside the clubhouse.
10. No diving headfirst!! No exceptions.
11. No sitting or playing on the pool rope is allowed; the rope must remain fastened at all times.
12. Only water toys are allowed in the fenced in pool area. No skateboards, skates, roller blades, or bicycles are allowed in the fenced in pool area.
13. Profanity or obscene language is NOT allowed.
14. Radios or other such electronics should not be played loudly. Be courteous to your neighbors.
15. No eating, drinking, or smoking while in the pool.
16. Do not bring food, gum or tobacco into the fenced in area of the pool.

17. NO SMOKING in the fenced in area surrounding the pool.
18. No littering is allowed; please take your garbage home.