RULES AND REGULATIONS FOR THE MEADOWS OF RIVERPARK, MERGED, A CONDOMINIUM

Below are the rules and regulations in effect as of October 1, 2014 for the Meadows of Riverpark, Merged, A Condominium. This is not an exhaustive list. Additional rules and regulations are contained in the Declaration and Bylaws of the Association. All Rules and Regulations apply equally to owners, tenants and visitors. The Board of Directors and the management company, acting on their behalf, reserves the right to enforce these rules and regulations in any manner they deem necessary and at all times.

I. USE OF COMMON AREAS

1. **Pets.** Per Article VI of our Bylaws:
   - Reptiles, uncaged birds are prohibited.
   - More than two (2) pets per unit is prohibited.
   - Pets must be under twenty-six (26) inches from the base of its fore-paw to the top of the corresponding shoulder when fully grown.
   - No pet is permitted on any of the Common Elements while unattended or unleashed.
   - Pet waste must be picked up and property disposed of immediately.
   - Pet owners are responsible for the repair or replacement of grass, bushes, trees or any other property damaged by their pets.

   (See Article VI of our Bylaws for further information regarding pets.)
2. **Patios and Decks.** Patios and decks are to be maintained in a proper manner. They may not be used for storage of items which are not commonly used on patios. Hummingbird feeders are not allowed. Decorations are limited to plants, US flags, and decorations that do not change the general appearance of the building. Owners with balconies may not allow debris or liquids to fall on patios below. *(Owners with balconies should be particularly careful not to allow water when watering plants nor bird seed from bird feeders to fall on patios below.)*
3. **Holiday Decorations.** Outside holiday decorations are allowed only during the time period from 30 days before the holiday to 30 days after the holiday.
4. **Common Areas.** No items may be put on common areas (all areas outside of buildings except patios and decks) except for planters and other garden items. Planters should be kept close to buildings and not interfere with lawn mowing operations. Hoses may not be left on lawns. No personal items may be stored in water closets (Buildings 1-8). Smoking materials must be properly disposed of and not left in common areas.
5. **Landscaping.** Personal landscaping is subject to approval of the Board of directors. Only plants and bushes are allowed. No plants and/or bushes that require regular maintenance by the Association such as trimming, interfere with lawn mowing or snow removal, or exceed the height of the windowsills will be allowed.

6. **Signs.** US Flags and political signs are allowed in accordance with State law. Political Signs may only be displayed from inside the unit and should not exceed the size of regular campaign posters. Political signs are to be removed within 10 days of the general election to which they pertain. No signage is permitted in common areas except "For Sale" and "For Rent" signs. Only one sign is permitted per resident unit and may not exceed 24 inches in width and 40 inches in height.
7. **Satellite Dishes.** In accordance with the Federal Communications Rules governing Over- the-Air reception devices, unit owners and their assigns may only install satellite dishes that are one meter or less in diameter. One meter is equal to 39.37 inches and "diameter" is the distance measured across the widest part of the dish. Said dish may be installed only in the unit or in the limited common elements adjacent to the unit and may not extend beyond the limited common elements. The Board reserves the right further to restrict satellite dishes where it is required for the safety of the residents of the Association. No TV satellite dishes may be mounted on or attached to common elements of the buildings which includes the roofs after August 1, 2012. All satellite dishes installed on roofs prior to August 1, 2012 will be removed when the roof of the building is replaced. The cable to the dish must be as inconspicuous as possible. The owner of the dish is responsible for all damage, including damage due to water leakage, caused by the installation.
8. **Mailboxes.** Residents should remove complementary newspapers and flyers next to or below their mailboxes at least once each week.
9. **Garbage Pickup.** Garbage and trash should be put out only on the day of pick up. All garbage and trash containers should be returned to garages within 24 hours following pick up.
10. **Vehicle Maintenance.** Washing vehicles is permitted only outside and in individual garages. Maintenance work may not be done on vehicles in common areas at any time. Parking stalls (Buildings 9-11) may not be used for major automobile or other vehicle repairs, and the like. This includes engine overhauls, transmission repairs, brake and exhaust repairs and the like. Minor vehicle repairs such as battery replacement, tire repairs, and the like, may be performed in the owner's stall only while the owner is present. Tools and parts shall not encumber adjacent stalls and no flammable liquids shall be used for cleaning parts. While being serviced, the vehicle may not be left unattended unless restored to its usual appearance before the owner departs and in no case shall the work proceed past 10:00 pm on any night. All waste must be removed from the premises and discarded appropriately.
11. **Storage.** No containers of gasoline, propane, or other flammable or explosive materials may be stored in garages. All food or grain items including grass seed and bird seed must be stored in air tight covered plastic containers. Containers of car maintenance fluids, mattresses, box springs, etc. many not be stored in garages. In parking stalls, loose items like cardboard boxes must be stored in cabinets or on shelves against the wall. Patio items, sports and camping equipment and other recreational items including bikes may be stored in the garage, but may not interfere with use of the adjoining parking space or cause the vehicle parked in the parking space to extend beyond the parking stall.

12. **Use of Electricity in Common Areas.** Personal items may be plugged into the garage electrical outlets only while in use and the owner is present.
13. **Garage Storage.** Materials stored in garages should not be visible through the window to those driving by. The Association recommends garages have white blinds or plain white curtains. The blinds must be in good condition and the curtains not torn or shredded.
14. **Window Dressings.** Only curtains, drapes, blinds or inside shutters are allowed on windows.
15. **Door and Window Maintenance.** Doors, door frames, windows and window frames are the property of the homeowner and must be maintained by them. Maintenance includes installation (caulking, etc.).
    Replacement doors and windows must be the same style, type and color of the original, matching those of the other units in the building. The Association strongly recommends storm doors to prevent doors from rust and the rotting of door jambs. The Association is not responsible for rotted door jambs caused by the lack of a storm door or door installation. The storm door must be white and the same style and type of the other units in the building. Only clear glass is allowed on windows and doors.
16. **Carbon Monoxide Alarms are required in all units.** All units having any fuel burning appliances (stoves, ovens, clothes dryers, furnaces, water heaters, fireplaces, heaters) or attached garages are required to have Carbon Monoxide alarms near their sleeping areas. **It is State law effective 2/1/11.** You may install any type of CO alarm – battery, plug-in, or combination smoke/CO device. The alarms should be checked and batteries changed regularly.
17. **Only Electric Grills are allowed on patios and balconies.** Wisconsin's Fire Prevention Code adopts the standard of the National Fire Protection Association. NFPA 1 prohibits the use of many grills. Under the NFPA regulations, you cannot use a gas or charcoal grill on your patio or balcony if your condominium is a multi-family building. Charcoal grills cannot be used on ground-level patios. This includes patios with wooden decks above. Gas and charcoal grills are allowed only if placed at least 10 feet away from the building, including decks and overhangs.

II. PARKING REGULATIONS

GENERAL: No parking in the fire lane. According to the NFPA, a fire lane is an access road used by the fire departments that must have a width of at least 20 feet and a clearance of at least 13.5 feet. Fire lanes are required to provide access to a point within 50 feet from at least one exterior door of a building. Their use and condition are strictly controlled. A 20 foot unobstructed width must be maintained for easy access of fire apparatus. No vehicles or property such as dumpsters or garbage cans may be left in a fire lane.

Leaving cars parked unattended in areas not designated for parking is not permitted at any time. Parking is allowed only in garages, immediately outside garages (Buildings 1-8) if the vehicle does not extend into the fire lane, and in designated parking spaces. ALL vehicles parked outside must be currently registered (Unexpired license plate sticker) and in working/running order.

No one will be granted the right to reserve a specific outside parking space for his or her exclusive use.

BUILDING 1-8: Residents must park their vehicles in the two garage spaces and in front of their garage door ***before*** utilizing any surface spaces. Any car parked outside of the garage door must not extend into the road or drive more than 10 feet from the center of the or drive. Residents with a private driveway are not restricted as to the number of vehicles that they may park in their driveway as long as the vehicles are used regularly and not merely being stored. All vehicles parked outside of garages must be in working condition.

BUILDING 9-11: Residents must park in their two allotted underground parking spaces before utilizing any surface spaces. Residents in Building #11 that have only one allocated underground parking space may utilize one surface parking space without using their one underground parking space. Those residents in Building #11 that have one allocated underground parking space must utilize their one underground parking space before parking a third vehicle in the surface parking areas.

VISITORS: All visitors must park in either the resident's garage, in front of their garage door (Building 1-8), or in designated parking spaces. Visitors on the grounds for more than seven days must notify the management company.

COMMERCIAL VEHICLES: Anyone wishing to park a commercial vehicle on a regular basis outside their garage or in designated parking spaces must obtain written permission from the Board of Directors.

OTHER TYPES OF VEHICLES: The following types of vehicles may not be parked overnight outside a garage or in designated parking spaces without written consent of the Board of Directors (per Article 6.2 of the Condominium Declaration): boats, trucks (size at Boards discretion), motor homes, recreational vehicles or trailers.

LOADING ZONES: Spaces marked as ***Loading Zones*** have a 30-minute time limit from 8:00 to a.m. - 8:00 p.m. These spaces are only to be used for short term loading and unloading by residents. Anyone parking in violation of posted signs is subject to fines or towing at the owner's expense. Residents are responsible for all fines incurred by their guests. From 8:00 p.m. and 8:00 a.m. these parking spaces may be used as normal surface parking spaces.

HANDICAPPED PARKING: Any parking spot marked as ***Handicapped*** is for the use of any resident that has a valid State issued Handicap Sticker. Anyone found violating a parking space marked ***Handicapped*** will be subject to a fine.

Anyone needing to park more than three vehicles per unit must obtain board approval.

III. REGULATION OF 4-UNIT RENTAL CAP.

1. **Application Process.** If a unit owner would like to rent his or her unit, he or she must comply with the following procedures:
    a. Unit owner must make request to rent in writing by regular mail, email or fax to:
        Prospect Management Company
        224 N. 76th St.
        Milwaukee, WI 53213
        Fax #: (414) 540-0044
        Email: homeownerservices@pmcwi.com

    b. The written request should include all of the following information:
        i. Name(s) of the unit owner(s).
        ii. Address of the unit.
        iii. Current address of the owner, if not currently living in the unit.
        iv. Phone number.

2. **Waitlist.** Upon receiving the request, the property manager and board will determine whether 4 units are currently being rented. If they are not, the unit owner shall be granted permission to rent the unit. If 4 units are currently being rented, the Association shall establish a waitlist on a first come, first-served basis.
    a. A separate file will be maintained by the property manager and the Secretary of the Association with the requests
    b. The date the request is received shall determine the waitlist priority of the unit owner, if necessary.
    c. If a unit on the waitlist is sold or conveyed, that unit's position on the waitlist is terminated. If the new owner desires to rent the unit, he or she must submit a new request.
    d. An owner may contact the property manager to inquire as to his or her position on the waitlist.

3. **Timeframe For Owner on Waitlist to Find Tenant.** If a unit owner on the waitlist becomes eligible to rent his or her unit, the board or the property manager will notify the unit owner in writing of their right to rent.
    a. The unit owner has 90 days to enter into a lease with a tenant(s). The lease term must commence within that 90-day period.
    b. If the unit owner does not comply with this provision, he or she forfeits the right to rent, and will be placed at the end of the waitlist.
    c. The right to rent is terminated upon transfer of the unit.

4. **Copy of the Lease to Association.** Each unit owner who has rented his or her unit, shall provide the Association with a copy of the lease within 5 days of the commencement of the lease term.

5. **Notice of Expiration of Lease.** The unit owner shall promptly give written notice to the Association (consistent with the procedures outlined above in section 1.a.) of any

expiration, non-renewal or termination of a lease. The notice shall be provided at least 30 days prior to the expiration of the lease term, or as soon as possible if 30 days notice is not possible.

6. **Continuing Right to Rent.** A unit owner who permissibly rents his or her unit shall continue to have permission to rent to successive renters. This permission expires if the unit is unrented for 90 continuous days or when ownership of the unit transfers.

7. **Assignment of Rents.** Every unit owner assigns all rents and profits from any lease, permitted or not, to the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the unit.

8. **Enforcement.** Any violation of this Rule and Section 12 of the Declaration shall result in a fine to the owner of $25.00 per day and said owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this rule. In addition, the Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce a violation. The Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorney fees.

9. **Declaration.** This rule must be read in conjunction with Section 12 of the Declaration regarding rental of units. All rights and obligations found in Section 12 are incorporated herein.

IV. ENFORCEMENT PROCEDURES.

1. Fines.

The fine for a violation of any and all applicable laws, the Condominium Declaration, Condominium Bylaws, and Condominium Rules and Regulations shall be $25.00. Each day a violation continues is a separate violation. Such fine is not a waiver of other remedies, including actual damages. The unit owner shall be liable for all attorney fees incurred in the enforcement of the fine(s). Fines are due no later than thirty (30) days after fine is levied, and unpaid fines and related charges shall be a lien against the unit ownership and may be foreclosed upon as provided by law.

2. Other Enforcement.

The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce this section, and the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

3. Appeals.

A unit owner may appeal any enforcement action employed by the Board of Directors, including fines, but not including arrearages of assessments, by writing a letter to the Secretary of the Board stating the reason for the appeal. This written appeal must be received by the Secretary within 14 days of the action leading to the appeal. The Board shall review the validity of enforcement and the remedy. The decision of the Board (by majority vote) shall be conclusive.