# PHEASANT RUN CONDOMINIUM HOMES ASSOCIATION, INC.

## DISCLOSURE MATERIALS

## SECTION G

## RULES AND REGULATIONS

# HOMEOWNER'S GUIDE

## Rules and Regulations

## Of The

## Pheasant Run Condominium Homes Association Inc.

Revised March 2018
Supersedes Original Guide Dated 1995
And Revisions Dated 1999, 2000, 2005, 2011, 2015, 2016, 2017,
2021, 2022 & 2023

# PHEASANT RUN BACKGROUND

## HISTORY AND GOVERNANCE

## FEATURES

The complex borders, at its south (across Davidson Road) Weston Hills Park, owned by the City of Brookfield. The Park borders a protected wetland area to its south and east, sheltering many kinds of wildlife. Another sheltered wetland runs through Corporate Lakes Development, a commercial development to the north and east of the complex, containing many corporate and professional offices arranged in an aesthetic fashion, and providing a picturesque drive and walking area. There are other available paved walks for observing the wetlands and for general and enjoyable exercise.

The complex is provided with well water service by the City of Brookfield and is also served by the Brookfield Sewerage District, Wisconsin Energy, AT&T, and Time Warner Cable and other TV Services (satellite). Entrances to I-94 (both east and west) may be had at Moorland Road (15600 West) and Barker Road (20400 West). Highway 18 (Bluemound Road east of Barker Road and Moorland Road west of Barker Road) features numerous shopping centers, malls and restaurants.

## HISTORY

Pheasant Run Condominiums are located in the City of Brookfield, Wisconsin near the junction of Davidson Road (600 South) and Brookfield Road (18800 West). Entrances are (1) on Stonehedge Drive, off Brookfield Road north of Davidson Road, (2) on McNally Lane, off Davidson Road west of Brookfield Road, and (3) on Stonehedge Drive, farther west off Davidson Road.

Regency Development Corporation developed the complex in three phases beginning in 1987. Phases I and II were completed in 1994 with a total of 74 units. The final phase, Phase III, was begun in 1993 and completed in 2000, adding 81 units, for a total of 155.

## GOVERNANCE

The Asso~~ci~~iation is governed by a seven person Board of Directors, elected by the Unit Owners (Members) at the Annual Meeting, which is on the fourth Monday in October each year. Directors serve three-year terms, with approximately one-third of the Director's terms expiring each year. A Management Company, under the direction of the Board of Directors, manages the day-to-day operation of the Association.

# INTRODUCTION

These Rules and Regulations are set forth to assist in governing the operation, maintenance and use of the Units and the common areas and facilities by the Unit Owners and occupants, in accordance with Article V, Section 5.2 of the By-Laws of the Association. It is intended that the Rules and Regulations not be inconsistent with the terms of the Declaration or the contracts, documents and easements referred to in the Declaration, and are believed to be designed to prevent unreasonable interference with the use of the respective Units and the common areas and facilities by persons entitled thereto.

Condominium ownership and living provide unique living experiences. Because we live in very close proximity to our neighbors, it is essential that we are sensitive not only to individual needs, but to the needs of our whole community. The community includes all of us as owner/members of the Pheasant Run Condominium Homes Association. In addition, it is important that we maintain our present attractiveness and appeal, not only to enjoy and appreciate ourselves, but also to others who may contemplate purchasing a unit and joining our community. Property values must be maintained, but at the same time, maintenance expenses must be kept at a minimum without lessening aesthetic and monetary values.

To make our living together in this community as harmonious as possible, the Board of Directors of the Association has adopted these Rules and Regulations. In general, they follow the tenets of the Association Declaration and By-Laws, which you received when you purchased your Unit. They are also intended to respond to certain questions concerning responsibility for maintenance and general upkeep of the individual units and adjacent grounds. They seek to recognize both our rights and responsibilities as homeowners and neighbors. (By-Laws, Sections 5.1 and 5.2)

It is important that you familiarize yourself with these Rules and Regulations. We also wish to make you aware that all owners and guests are subject to them. In addition, we are governed by our Condominium Declaration and By-Laws. *Ignorance of these documents and their contents is neither a defense nor basis for noncompliance.*

It is a mutual goal for us all as members of the Pheasant Run Condominium Homes Association to make this an enjoyable and desirable place to live for present and future members.

The Rules and Regulations, together with a detailed "Questions and Answers" section follows.

# RULES AND REGULATIONS

## 1. ARCHITECTURAL CONSIDERATIONS – BUILDINGS AND GROUNDS

Rules and Regulations pertaining to architectural control and conformity of buildings and grounds are intended to insure the uniform and attractive appearance of the entire Condominium Development. It will therefore be appreciated that only authorized alterations may be made to Common and Limited Common Elements, and that we must all do our part to maintain the aesthetic qualities of the grounds and other amenities. In addition, these Rules and Regulations are established to limit the exposure and expense to the Association.

It is obvious that the aesthetic appearance of both the building and landscape architecture were primary factors in your consideration and desire to choose Pheasant Run as your home. Conformity to the Rules and Regulations will assure that these factors will continue.

### 1.1 DEFINITIONS

a. "Commons" – The Units *per se* and the common areas and facilities and limited common areas. (See By-Laws, Section 6.1)
b. "Limited Common Elements" – Those common elements identified in the declaration or on the condominium plat as reserved for the exclusive use of one or more, but less than all of the Unit Owner. (1991-92 Wisconsin Statutes, Chapter 703.02)

### 1.2 ALTERATION, CONSTRUCTION, REMOVAL

No alteration, construction or removal of Common or Limited Common Elements is permitted (other than those listed below).

### 1.3 IMPROVEMENT OF UNITS

Any Unit Owner who wants to make improvements within his/her Unit which may affect the Common Elements or the structural soundness of the Unit, must submit plans and specifications for the improvements to the Board of Directors at least 60 days prior to the commencement of construction and receive prior written approval. The Unit Owner will also be responsible for obtaining required building permits and insurance coverage, and is further responsible for meeting any and all applicable building code requirements.

## 1.4 ENTRY OF UNITS BY THE ASSOCIATION

The Association may enter, with prior notice, any unit at reasonable times and under reasonable conditions for maintenance, construction and repair of public utilities and for any other matters for which the Association is responsible. Any damage caused thereby shall be repaired by, and at the expense of the Association. (Wisconsin Statutes, Chapter 703.32(4))

## 1.5 MAINTENANCE

The Unit Owner is responsible for maintaining, repairing and replacing all components within the unit. This includes, but is not limited to, interior utility lines, the furnace (including exteriorly located intake and exhaust pipes), air conditioner (including exteriorly located compressors), walls and floors, fixtures, windows, patio doors, pedestrian doors, garage door mechanisms for lifting and lowering doors and locks.

## 1.6 GARAGES AND DRIVEWAYS

It is recommended, for your own safety and for the overall appearance of the complex, that vehicles be kept in garages and that garage doors be kept closed and locked. Unit owners may park automobiles on the driveway or driveway aprons immediately adjacent to their respective unit, however, at no time shall a unit owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight on such adjacent driveways without first obtaining the written consent of the Association.

Also, as a courtesy and convenience to your neighbors, it is requested that driveway and street parking be used only as a temporary convenience by visitors and service personnel. Since our streets are private and owned and maintained by the Association, access must be provided for emergency vehicles.

"For Sale" signs are not permitted on vehicles while they are parked in the condominium complex or on unit driveways or approaches.

The Unit Owner is responsible for maintaining and replacing, if necessary, the garage door operating unit and all transmitter devices. The Association is responsible for the repair and replacement of the garage door, tracks and balancing springs and all attached hardware, except in cases of negligence on the part of the Unit Owner, his or her guests, or service personnel.

Maintenance and repair of the concrete driveways is the responsibility of the Association.

Garage floor surfaces extending to the driveway surface are the responsibility of the unit Owner.

## 1.7 LANDSCAPING

a. Policy

The Association is responsible for contracting for an above average quality of landscape maintenance service of lawns, shrubs, trees and plants. Lawns will be mowed, fertilized and have weed control applied on a regular basis, as needed. Plant beds will be weeded on a regular basis. Bushes and shrubs will be trimmed as required. Trees will be pruned as necessary.

The quality and substance of landscape maintenance service is stipulated in the contract between the Association and the landscape service provider. It does not provide for 100% weed free lawns or for any special services or requests, other than that approved by the Board of Directors. The landscape contractor has been directed not to fulfill any request for special service by a Unit Owner or occupant. Any special request by a Unit Owner or occupant must be made in writing to the Association's management company and be approved by the Board of Directors.

b. Plantings

1) Flowers

Unit owners may plant annuals in the soil next to their patio or deck and within three feet of the unit itself. Plantings may not touch the building. Vegetable garden plots are not permitted. The rationale for limiting the area of planting and forbidding the use of lawn ornaments is to avoid adding obstructions and additional cost to lawn maintenance and to protect the building siding.

Hanging flower baskets are permitted but baskets and other containers must not be fastened to exterior siding to avoid adding obstructions that interfere with building maintenance (painting, mold and rot control of siding, etc.), and also to insure aesthetic consistency to the entire community of units.

2) Trees, Bushes, Shrubs

Any Unit Owner, who, at their own expense, wishes to plant additional trees, shrubs or bushes, or make any other changes to the landscape in an area not delineated above, must first submit such plans to the Board of Directors for approval. The Association will only be responsible for maintaining plantings that are a part of the approved landscape planning. This assures minimization of maintenance expenses to the community at large, as well as assuring that exterior modifications are consistent with the overall design of the complex.

c. Exterior Watering

1) Sprinkler Water Control and Maintenance

Sprinkler water control and maintenance is an Association responsibility. For this reason sprinkler water control boxes have security locks. Unit Owners or occupants are not permitted to turn on, off or adjust timed controls. During the months when the

sprinkler system is operational Unit Owners or occupants may not sprinkle lawn areas with individual lawn sprinklers or hoses, except for small areas that are not reached by the in-ground system. In order to control costs and meet City of Brookfield requirements, the timing and frequency of utilization of the Association's sprinkling system is determined solely by the Association.

2) Watering of Plantings in Beds Next to Units
Unit Owners or occupants are responsible for watering of trees, shrubs, bushes and plantings in areas adjacent to their units. Unit Owners are also responsible for watering new plantings. The Association will not re-plant plantings that die because of lack of water.

d. Decorative Objects
In accordance with Article VI, 6.3 of the Bylaws all decorative objects in common areas require prior written approval of the Board of Directors.

e. Landscape Maintenance
1) The Association will maintain all landscaping.

2) The Association will, on an annual basis, endeavor to replace dead trees, bushes, shrubs or plantings.

3) The Association will regularly weed all planting beds.

4) The Association will trim and prune all plantings to Association standard. **NO** special standards will be approved. The landscape contractor is instructed to ignore any Unit Owner or occupant request.

5) The Association will trim back, remove and/or relocate all plantings found to be too close to buildings.

6) The Association will replace mulch in beds and around trees and lampposts when needed, as determined by the Board of Directors. Mulch will not be replaced annually. Unit Owner or occupants may add mulch at their own expense as long as the mulch matches the type used by the Association.

f. Holiday Decorations
Outside holiday decorations, in moderation and in good taste, are permitted. Decorations must be removed within four weeks following the holiday. See Paragrah 1.15.

## 1.8 PAINTING AND STAINING

Owners may not paint or stain or otherwise decorate the exterior of their unit. Treatment of decks is outlined under Paragraph 1.16.

## 1.9 SUMP PUMPS

The Unit Owner is responsible for periodically checking the sump pump to be sure that it is operational, should the unit be equipped with one. **Note:** Not all of the units contain a sump pump. Those Unit Owners without one depend upon common sump pumps contained in one or more of the adjoining units. The Association is responsible for replacing the sump pump when it becomes necessary. Notify the Management Company if your sump pump fails. Also, if you plan to be away from your unit for extended periods of time, be sure to have a neighbor or other responsible person periodically check the pump. It is recommended that the Unit Owner obtain sump pump insurance.

## 1.10 MAILBOXES

House numbers and mailboxes have been provided for each unit and should not be altered or removed in any way. These items were originally installed, and are to continue to be maintained, in accordance with United States Postal Service and City of Brookfield regulations. If mailboxes are in need of repair, Unit Owners should contact the Management Company.

## 1.11 SIGNS

No signs of any kind, with four exceptions listed below, may be displayed to the public view on or from any unit or the commons without the prior consent of the Association. (See Bylaws, Article VI, Section 6.1 (d). This prohibition includes unit "For Sale" signs.

The four exceptions to the prohibition on signs are:

a. Security system signs may be displayed on or in front of any unit and/or in planting areas immediately adjacent to the unit.
b. Political signs advocating the election of an individual or individuals to public office, which are no larger than 22" by 14", may be displayed from the window of a unit. Such signs may be displayed no earlier than thirty days prior to the election and must be removed no later than ten days following such election.
c. Open house signs for units being offered for sale may be displayed on the day of the open house only.
d. Estate sale signs offering the furnishing or contents of a unit for sale may be displayed on the day(s) of the estate sale only.

## 1.12 CLOTHESLINES

Unit Owners or occupants may not hang clothes in any area outside of the unit, or in garages, unless the overhead door is kept closed.

## 1.13 ANTENNAS/SATELLITE DISHES & SECURITY EQUIPMENT

No antennas or aerials for television or radio reception or transmission may be erected or installed on or in any roof or any other portion of the Commons, except those erected by the Association, except for satellite dishes, as provided in the Bylaws, Article VI, Section 6.1 (h). Outside security cameras and/or lights are permitted but require the prior written approval of the Association. If approved, the unit owner is fully responsible for the installation cost, maintenance and removal expenses.

## 1.14 AWNINGS

One awning per condominium unit shall be allowed over the deck or patio of the unit.

The Unit Owner's request for permission to install an awning must be submitted in writing to the Board of Directors. The plans and specifications and location of the proposed awning shall be submitted along with the Unit Owner's request. The awning must be attached to the structure of the building and not the siding.

The maximum extension of the awning from the outside of the unit shall not exceed 10 feet. The maximum width of the awning shall not exceed 23 feet.

All awnings in excess of 120 square feet will require a remote control with a motor for extending and retracting the awning, plus a wind sensor shall be required to assure the awning is retracted when conditions require it.

The Board of Directors must approve the owner's selection of each proposed awning, including color and style. It is the intent of this policy to require a high quality product that assures the development will not be compromised in any way.

The color selected for the awning by the Unit Owner, and approved by the Board of Directors, must, in the sole opinion of the Board of Directors, be compatible with the color of the siding and trim of the unit on which it is to be installed. There is a limit of one color selection per building. The first awning installed on a building will set the color for the entire building.

The cost of the installation, maintenance and operation of the awning shall be borne solely by the Unit Owner. The Board of Directors shall, at its sole discretion, deny the approval if it determines the awning would detract from the overall aesthetics of the complex, or the building.

In the event of damage to the Owner's Unit, or to a neighboring unit, which is caused by a Unit Owner's awning, the cost of the repairs/replacement to the Owner's Unit and/or to the neighboring unit shall be the sole responsibility of the Owner of the Unit on which the awning was installed.

All repairs/replacement caused by an awning shall be completed within 30 days of the occurrence causing the damage.

Unit Owners with awnings must remove the awning when the building is being painted at the sole cost to that Owner.

In the event that the Board of Directors shall determine that an awning is not being maintained/repaired properly and/or in a timely manner, the Board of Directors, in its sole discretion, may rescind the permission granted for the installation and maintenance of the awning. In that event, the Board of Directors shall order the Unit Owner to remove the awning and restore the exterior of the unit to its original condition, all at the sole expense of the Unit Owner. In the event the Owner does not respond to the Board of Director's request within 30 days, the Association shall, upon seven day's notice, repair or remove the awning and charge the Unit Owner with all costs associated with the removal/repair. Such charges will be placed on the Unit Owner's bill and collected in the same manner as maintenance fees.

The Board of Directors or its designee shall have the authority from time to time, as it deems necessary, to inspect the awnings to assure itself that the awnings are being maintained in accordance with this policy.

Unit Owners are responsible for negotiating with the Contractor and following the regulations in this policy. Each Unit Owner intending to install an awning shall agree to this policy and sign the agreement. The Association shall keep this agreement on file and provide it to future owners of a specific unit.

## 1.15 ATTACHMENTS TO UNIT SIDING

No hooks, nails, hose reels, holiday decorations, satellite dishes or hanging flower baskets are to be attached to building siding. This is to avoid adding obstructions that interfere with maintenance (landscape trimming, painting and warranty of siding, etc.). These items should be attached to the solid trimming and framing.

## 1.16 DECKS AND CONCRETE PATIOS

New decks and patios, or alterations to existing decks or patios, will only be permitted with the prior approval of the Board of Directors. Unit Owners wishing to add a new deck or patio, or alter an existing one, must submit a request to the Board of Directors illustrating design, size, location, materials to be used, etc. The Board of Director's Building Committee will investigate the request and make a recommendation to the Board of Directors concerning the final approval of the request.

The Association will maintain wood decks by sealing them at the time the building is painted. Concrete patios will be power washed at the same time a building is painted. If a unit owner desires to have their deck sealed, at their own expense, in the interval between paintings, they must proceed under the following conditions:

a. Unit Owners must contact the Board of Director's Building Committee to assure that the appropriate materials are used. Deck floors are not to be painted. They are to be sealed with a clear material. Railings and spindles must be painted to match the building color.

b. After contacting the Building Committee and receiving instructions on proper materials to be used, Unit Owners may (1) proceed on their own, (2) contract with their own painter, or, (3) request the Association obtain a cost from its regular painter to reseal. Such requests should be made as part of the spring service request procedure, when service request forms are mailed to all Unit Owners. The Association will then advise the Unit Owner of the cost. If the Unit Owner agrees to the cost, the Association will contract for the work. Upon completion of the work, the Unit Owner will be invoiced.

Decks will be repaired to an acceptable standard, as determined by the Board of Directors. Curled floor boards will not be replaced. Rotted boards will be replaced. New boards may not match the color of existing boards.

Unit Owners should refrain from placing or hanging planters, pots or similar items on deck railings. Deck railings are not designed to hold this type of weight and could easily be damaged. Any damage (as determined by the Board of Director's Building Committee) to decks or deck railings due to misuse, mistreatment, or not abiding by the deck preventative maintenance program, will be the responsibility of the Unit Owner.

## 1.17 REPLACEMENT OF WINDOWS

The Association has the responsibility for maintaining the structural integrity of our buildings, which includes the identification and replacement of windows that have deteriorated to the point of requiring replacement. When, in the judgment of the Board of Directors, a window has deteriorated to the extent that it requires replacement, the Association will contract for the replacement of such window.

Because windows are unique, in that they cross over between what the Association owns and what is the property of the Unit Owner, an allocation of costs between the Association and the Unit Owner is necessary. The cost to replace a window shall be split evenly between the Association and the Unit Owner, with the exception of the finishing the interior surfaces of the window, which will be paid entirely by the Unit Owner. In the event that a window requires glass replacement only, it is the responsibility of the Unit Owner to fund the expense.

The Unit Owner will be notified in writing of the determination by the Association that a window requires replacement. The Association will contract for and oversee the installation. Upon satisfactory completion of the installation, the Association will pay all suppliers involved and the Unit Owner will then be billed for the appropriate share as defined above.

# 2. HEALTH, SAFETY AND USE

Rules and Regulations pertaining to health, safety and use are intended to assure a healthy, safe, peaceful and harmonious environment throughout the complex by prohibiting noxious and dangerous activities and by setting forth the responsibilities of Unit Owners, occupants and guests. (Bylaws Section 61)

## 2.1 GARBAGE

The garage is the appropriate place to keep closed garbage containers and recycling bins. Containers may be placed outside of the garage the evening before the collection day, but must be returned to the garage within 12 hours after collection. Containers should be placed on the approach to the Unit, not on the grass. Items not accepted by the refuse contractor are the responsibility of the Unit Owner or occupant to dispose of properly.

Burning incinerators or open fires are not permitted.

## 2.2 RESIDENTIAL PURPOSES

Each Unit is to be used for residential purposes only.

## 2.3 OBSTRUCTION OF USE

Unit Owners may not use the Common Elements in any way that prevents other Unit Owners from fully enjoying the Common Elements. Each Unit Owner is responsible for keeping the adjacent Limited Common elements clean and uncluttered.

## 2.4 NOISE

Consideration should be shown for other residents by avoidance of noise when using TV sets, radios, stereos, CD's and musical instruments. Activities that interfere with another Unit Owner's use of his or her Unit are not permitted.

## 2.5 YARD AND RUMMAGE SALES

Yard, rummage or garage sales are strictly prohibited.

## 2.6 ESTATE SALES

A one-time estate sale is permitted under certain circumstances such as death, illness, relocation, or other inability of a Unit Owner to maintain their Unit. An application must be filed with the Association's Management Company at least 21 days prior to the date of the sale. The sale must be run in compliance with the "Standards for Estate Sales" listed below and must be approved in advance by the Board of Directors.

Standards for Estate Sales

1. The estate sale must be organized and run by a qualified estate sale agency.
2. At least 50% of the Unit's contents must be offered in the sale. Only items from the Unit can be put on sale.
3. The sale must be no longer than two days in length. All items from the sale must be removed from the Unit by the end of the second day.
4. All items for sale must be shown from the interior of the Unit, including the garage. The garage door must be closed the majority of the time.
5. Parking must be on one side of the street only. "No Parking" signs furnished by the Unit Owner or agency must be posted prior to the sale. The expense of these signs is the Unit Owner's responsibility.
6. Any damage, waste or other liability shall be the sole obligation of the Unit Owner. The Unit Owner must secure a certificate of insurance from the qualified estate sale agency. The Unit Owner is also responsible for providing the estate sale agency a copy of these Standards for Estate Sales in advance of the sale.

## 2.7 FLAMABLE LIQUIDS STORAGE

The storage of gas, gasoline, unsealed gas cylinders and all other flammable materials (except small amounts of flammable liquids for personal use, such as lighter fluid) is prohibited.

## 2.8 STORAGE OF OUTDOOR EQUIPMENT

The Association or it's contracted landscape firm, is not responsible for garden hoses damaged when left on the lawn.

Playground equipment, such as swings, slides, gyms, sandboxes or basketball hoops (attached or free standing) are not allowed.

Grills may be stored on the deck or patio, provided that they are of the type that may be covered while not in use. Installation of permanent outside grills or fireplaces is not permitted.

Except for seasonal furniture, patios or decks, including under decks may not be used for storage of any kind, including, but not limited to, motorcycles, bicycles, and boats.

## 2.9 AUTOMOBILE MAINTENANCE

Maintenance or lubrication of vehicles is not permitted. Car washing, cleaning, tire changes, or minor work to enable the vehicle to leave the parking area is permitted.

## 2.10 SNOWPLOWING

When snowplowing efforts cannot be completed because vehicles are blocking driveways and streets, it is the responsibility of the Unit Owner or occupant to dig out the vehicle and to clear the driveway and street of snow.

## 3. PETS

A total of two dogs or cats, not exceeding 20 pounds each per Unit, but subject also to these Rules and Regulations, are permitted by the Bylaws, Section 6.1 e,

Reptiles and un-caged birds are not allowed.

No pet is permitted on the Common Elements unattended or unleashed.

Pets must be under the owner's control at all times. This may include voice commands, hand signals, whistles or leash.

Pets may not be tethered/chained outside unless attended by owner. No electrical or electronic devices may be installed in any common ground area as a control means for pets.

Pet solid waste must be collected immediately and disposed of in the owner's own waste container.

No pet houses, sheds, or other exterior structures to hold pets are permitted.

The pet owner is responsible for any costs to repair Common Areas caused by his/her pet.

If the Board of Directors determines that a pet has become offensive, a nuisance, or harmful in any way, the pet must be immediately and permanently removed.

If a Unit Owner or occupant has a guest with a dog in excess of the 20 pound weight limitation, it may not be in the unit longer than one week (seven days), and the Unit Owner is responsible for adherence to all of the above regulations.

Other animals (surface and burrowing), insects, birds, nests, etc. are the sole responsibility of the Unit Owner. The Unit Owner must dispose of such animals personally, or through the services of a disposal service. This should be done in a prompt, safe and efficient manner. The Association assumes no responsibility in these matters.

## 4. INSURANCE

The Association's Bylaws instruct the Board of Directors to procure coverage for the entire building units, with the following exceptions:

Plumbing fixtures, light fixtures, decorations, cabinets, appliances, all wall coverings, all floor coverings, i.e. linoleum, vinyl, carpeting, ceramic tile, and hard wood, etc.

The Association's Condominium Declarations instruct the Board of Directors to obtain and maintain insurance coverage in the name of the Association for the common areas and facilities

against loss or damage by fire and such hazards for not less than full replacement value of the property insured. This coverage includes the foundation and exterior structure of all buildings. This insurance also covers the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes and heating and air conditioning duct work in the interior and exterior walls.

The Association does not cover, and the Unit Owner is therefore responsible for and shall obtain insurance to cover the replacement of plumbing fixtures, light fixtures, decorations, cabinets, appliances, all wall coverings, all floor coverings, i.e. linoleum, vinyl, carpeting, ceramic tile and hard wood flooring.

The Unit Owner would also be well advised to obtain insurance to cover all other personal possessions in his/her condominium unit.

Article VI of the Association's Bylaws states that nothing shall be done or kept in any Unit, or in the commons, which might increase the rate of insurance on the commons, without the prior consent of the Association. Also, no Unit Owner shall permit anything to be done or kept in his/her Unit, or in the commons, which will result in cancellation of insurance, or which would be in violation of any law or ordinance.

## 5. RENTAL/LEASE/SALE OF UNITS

Units cannot be subdivided.

The Declaration, as amended, provides in general that Units cannot be leased or rented. The Declaration does provide a few exceptions. See the Fifth Amendment to the condominium Declaration for further information.

## 6. DISPUTE RESOLUTION

### 6.1 PROCEDURE AVAILABLE

"Dispute Resolution" refers to the process of establishing and enforcing the rights and responsibilities of the members, the residents and the Association against any member or resident. A member or resident or the Association may use the Dispute Resolution process herein when a breach of the Declaration, Bylaws, or any rules promulgated hereunder is alleged

to have occurred. The Dispute Resolution process shall not limit any other rights or remedies which any party may have.

## 6.2 COMPLAINT

Dispute Resolution may be initiated by the submission of a written complaint concerning a breach and, while it need not be in any particular form, must state the Rule, Bylaw or Declaration provision breached and a statement of the relevant facts in sufficient detail to describe the default so that reasonable parties would understand the nature of the alleged breach. Such complaint shall be delivered to the Association President, with a copy to the Management Company, for immediate resolution.

## 6.3 PRESIDENT'S LETTER AND RESPONSE

Within three days of receipt of the complaint, the Association President shall cause a letter to be hand delivered or sent by certified mail, return receipt requested, to the member or resident against whom the complaint was filed. The letter must state the alleged facts of the complaint and request either immediate and continued compliance or a satisfactory explanation. Any such explanation must be returned in writing to the Association President, with a copy to the Management Company, within three days of receipt of the President's letter. Whether a response is "satisfactory" will be determined by a majority vote of the Board of Directors.

## 6.4 SUMMONS

If a satisfactory response or compliance does not follow, a second letter shall be sent, stating the following:

a. Reference to the first letter and its contents;
b. The fact that there has been no satisfactory response or compliance;
c. Summons to a hearing before the Association Board of Directors;
d. Advice as to right of counsel;
e. Notice that evidence will be received and a record made whether or not the alleged offender(s) attend;
f. Notice that if a violation is found, a special assessment may be imposed in an amount which, unless otherwise provided in the Bylaws, shall not exceed $50.00 per occurrence, plus costs and actual attorney's fees incurred by the Association; and
g. Notice that such special assessment, if not paid within thirty (30) days will be a lien against the subject's Unit.

## 6.5 SCHEDULES

The time and place of the hearing shall be set or reset to accommodate the schedule of all parties, but shall not be unreasonably delayed. Each party shall be entitled to one rescheduling upon request.

## 6.6 HEARING MEETING

The meeting shall be divided into two sections: hearing and decision. The hearing shall be open only to the parties involved. The decision shall be made in closed session of the Board of Directors, and shall not be attended by any of the parties involved in the complaint. The decision shall be reported in writing and placed in the official records of the Association.

## 6.7 FAILURE TO APPEAR

If the person making the complaint fails to appear at the hearing called, the complaint can be dismissed at the discretion of the Board of Directors. If the person complained against fails to appear, the complaining party must still present the complaint.

## 6.8 BURDEN OF PROOF

The burden of proof shall be on the complaining party to prove the complaint by a preponderance of the evidence.

## 6.9 REMEDIES

The Board of Directors may adopt any one or more of the following remedies:

a. Informal letter of reprimand;
b. Special assessments per occurrence of up to $50.00 per day, or such other maximum amount as the Bylaws may specifically provide.
c. Assessment of other damages, whether actual or liquidated; and
d. Any other legal or equitable remedy available.

# 7. QUESTIONS AND ANSWERS

It has been stated and outlined previously in this "Homeowners Guide" that the maintenance of the common elements are the responsibility of the Association. The Unit Owner is responsible for maintaining, repairing and replacing all components that are part of the Unit, as defined by the Association Governing Documents and this "Homeowners Guide".

However, there are certain items or areas that need further clarification as to responsibility. The following commentary attempts to clarify such items in a question and answer format. The commentary obviously may not cover or answer all questions, and in such cases, the matter should be referred to the Association's Board of Directors for resolution.

Should there be need for clarification concerning any of the Rules and Regulations, your questions should be directed to the Management Company.

1. May I plant, prune, or remove trees and shrubs?

**NO.** (See Rules and Regulations, Section 1.7 b (2). However, any Unit Owner wishing to do so may request and must receive prior written approval from the Board of Directors. The Association contracts for this function. Also, the Association can only be responsible for maintaining plantings that are part of the general landscaping plan. This minimizes maintenance expense and assures that exterior modifications are consistent with overall design of the complex.

2. Who is responsible for maintenance and replacement of the following items?

| ITEM | RESPONSIBILITY |
|---|---|
| **Windows** | |
| Exterior portions of the window frames (unless clad with aluminum or vinyl) shall be painted and caulked through scheduled maintenance | See Window Policy (Section 1.17 Rules and Regulations) |
| Replacement window unit including glass Discoloration or breakage and hardware | See Window Policy (Section 1.17 Rules and Regulations) |
| **Doors** | |
| Overhead Garage Door (except damage caused by Owner) | Association (Section 1.6 Rules and Regulations) |
| Exterior painting or varnishing of front Entry door | Association |
| Damage to doors (front entry, from garage to unit and garage service door) | Unit Owner |
| Interior surface of unit front entry door, Including hardware | Unit Owner |
| Garage-to-Unit entrance door | Unit Owner |
| Sliding glass doors and screen doors to decks or patios including glass discoloration or breakage and hardware | Unit Owner |
| Screen and/or glass replacement, for any reason, on <u>all</u> types of windows and doors | Unit Owner |

| | |
|---|---|
| **Outside Lights and Fixtures** | |
| Street post lights | Association |
| Front entrance, garage and patio/deck (including bulb replacement) | Unit Owner |
| **Water Faucets** | |
| Outside and inside garage | Unit Owner |
| **Door Bells** | Unit Owner |
| **Fire Protection** | |
| Smoke Alarms | Unit Owner |
| Fire Sprinkler Systems (3 and 4 Unit Buildings): | |
| Annual Inspections | Association (Unit Owners must provide Access to Unit for inspection/repair as required by law/ordinance) |
| Building-wide components (pumps, wiring, alarm system, etc.) | Association |
| All sprinkler heads | Unit Owner (Association will contract for Repairs and bill Unit Owner) |
| **Lawn Watering Controls** | Association. See Rules and Regulations 1.7 c. |
| **Fireplace Chimney Sweeping** | Unit Owner |
| **Skylights and Exhaust Fans installed in Roof** | |
| Flashing and roofing materials associated with the skylight and exhaust fan assembly. | Association |
| Replacement of exhaust fan components | Unit Owner |
| **Window Washing** | |
| Ladders must not be placed against rain gutters. Any damage caused by this will be charged to the Unit Owner. | Unit Owner |

## Planting new trees

Residents can plant new trees at their expense with landscape committee approval. Trees must be selected from an approved list of species that will do well in our location. Anyone wishing to plant a tree should provide the following to the landscape committee in writing (electronic is acceptable):

- A diagram showing the rough placement they are considering for the tree
- The proposed type of tree if known
- The intent of the planting – shade, screening, flowering, etc.

The landscape committee will work with the homeowner to review the placement and suggest alternative varieties that will work and meet the homeowner's interest. The effect of tree placement on neighboring units will be a factor considered prior to approval. To minimize any issue it is strongly suggested that residents discuss their plans with nearby units prior to requesting approval.

Once approved, the homeowner must arrange for the purchase and delivery of the tree. All planting of trees will be handled by the then current landscape company in coordination with the landscape committee and the homeowner. The homeowner will be billed directly.

Replacement during the first two years is the responsibility of the resident. Residents are responsible for watering the tree to ensure its survival and we recommend that trees be purchased with a one-year warranty to protect the homeowner's investment. After the second year, the tree becomes the property of the HOA and the HOA will assume responsibility for ongoing maintenance.

## Removal of trees

The landscape committee will not approve the removal of living trees unless they pose a specific threat to a structure. Under circumstances where a tree is living but not thriving, the committee can review the situation and agree to removal, but the resident will be responsible for purchasing and planting a new tree in substantially the same location as the removed tree. All policies for new trees will apply as discussed above.

The landscape committee will remove dead trees in the common areas. To manage the annual budget, we are currently prioritizing removals to focus on those trees that present a hazard to units. We will not remove trees in our conservation easements unless they create a hazard.

## Pruning

Pruning will be carried out at HOA expense if limbs overhang buildings and present a danger to structures or general safety. The landscape committee will also arrange for dormant pruning during late winter to help trees maintain healthy growing habits.

The landscape committee will not approve pruning due to shade or visibility concerns.

## Pheasant Run Dumpster Policy

When residents are doing remodeling work, it is best to minimize use of dumpsters to avoid any damage to driveways. In the event that a contractor is unwilling or unable to carry out demolition without a dumpster a home owner can request association permission. To do so, the homeowner should send a written request (email is ok) to the property manager. The request must include the following:

1. Expected dates that the dumpster will be on site.
2. Agreement to the following points:
    - The dumpster must be placed in the driveway and cannot block access to the garage of any other unit
    - The driveway must be protected by placing the dumpster on 2"x10" boards
    - The homeowner assumes all responsibility for any damage to the driveway

# Pheasant Run Planter Policy
# Adopted: November 16, 2022

**Residents may use containers to have additional planting area, but must follow these rules:**

- **Containers must be decorative – plastic utility buckets are not allowed**
- **Containers may be placed as follows:**
  - **Within limited common areas adjacent to their unit. These areas include: Decks, patios, driveways and front walks.**
  - **In areas designated for annual plants**
- **Containers cannot obstruct lawn mowing or touch the siding and must be moved prior to painting of the unit**

**Pheasant Run Dumpster Policy**

Adopted August 25, 2022

Amended/Revised September 27, 2023

When residents are doing remodeling work, it is best to minimize the use of dumpsters to avoid any damage to driveways. In the event that a contractor is unwilling or unable to carry out demolition without a dumpster a homeowner can request association permission. To do so, the homeowner should send a written request (email is ok) to the property manager. The request must include the following:

1. Expected dates that the dumpster will be on site.
2. Agreement to the following points:
    - The dumpster must be placed in the driveway and cannot block access to the garage of any other unit.
    - The driveway must be protected by placing the dumpster on 2"x10" boards.
    - The homeowner assumes all responsibility for any damage to the driveway.
    - Once placed, the dumpster may remain in place for a maximum of 30 days.

# Pheasant Run Dumpster & POD Policy

Adopted August 25, 2022

Amended/Revised September 27, 2023 & January 24, 2024

When residents are doing remodeling work or moving, it is best to minimize the use of dumpsters and PODS to avoid any damage to driveways. If a contractor is unwilling or unable to carry out demolition without a dumpster a homeowner can request association permission. A homeowner may also wish to put a POD on a driveway to facilitate a move in or out of a condominium unit. In either case, to do so, the homeowner should send a written request (email is ok) to the property manager. The request must include the following:

1. Expected dates that the dumpster or POD will be on site.
2. Agreement to the following points:
    - The dumpster or POD must be placed in the driveway and cannot block access to the garage of any other unit.
    - The driveway must be protected by placing the dumpster on 2"x10" boards.
    - The homeowner assumes all responsibility for any damage to the driveway.
    - Once placed, the dumpster or POD may remain in place for a maximum of 60 days.
    - If more than 60 days is needed, prior written permission from management is required.