

WARNER CREEK CONDOMINIUM RULES & REGULATIONS

Pursuant to Section 4.8(a) of the Bylaws, the following rules and regulations are established covering certain details of the operation and use of the property of the Warner Creek Condominium Owners Association ("WCCOA")

The units, common elements, and the limited common elements shall be subject to the following rules and regulations.

A. General Use and Occupancy

- 1. Use of Condominium.** The units in this condominium shall be used as single-family residences as that term is commonly used and defined.

- 2. Leasing/Occupancy of Units.** In the event that a unit owner does not occupy his or her unit, such unit owners may rent their units or allow rent-free occupancy of their units only to immediate family members. "Immediate family members" is defined to include the following: Spouses or ex-spouses, parents, step-parents, siblings, step-siblings, brothers/sisters in-laws, step-brother/sister in-laws, children, step-children, and domestic partners or ex-domestic partners. Unit owners will furnish the Association with a copy of a signed rental agreement within five (5) business days of entering into a rental agreement or will furnish the Association a notice of a rent-free occupancy situation within five (5) business days of the commencement of such occupancy. The rental agreement or notice will indicate the names of any and all tenants or occupants. Wisconsin Statutes require a unit owner to provide a copy of the Condominium Declaration, Bylaws and Rules and Regulations to the tenant/occupant or to place such information in the unit prior to the tenant/occupant occupying the unit. The owners of units which are rented or otherwise occupied by others pursuant to this provision shall continue to be responsible for the payment of all assessments and shall also be responsible for ensuring compliance by their tenants/occupants with the Declaration, Bylaws and Rules and Regulations. The owners of units which are rented or otherwise occupied by others shall indemnify and hold the Association harmless from and against all costs. A unit sale termed as a Land Contract Sale is considered as a "Rental" and as such shall follow all above stated Rules & Regulations.

- 3. Signs.** No sign and/or plaque of any kind shall be displayed to the public view on or from any unit or the common and limited common elements without the prior written consent of the Board of Directors, with the exception of one standard "For Sale" sign not to exceed six (6) square feet in size advertising the availability of a unit for purchase. Nothing herein shall restrict or prohibit the Developer or its assigns from utilizing signs of any size for advertising properties within the Condominium for sale. Any exception requires Board approval. Exceptions include: Open House, notification of yard sale, etc.

- 4. Nuisances.** No noxious or offensive activity shall be carried out in any units or upon the common elements or limited common elements, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to others.

B. Animals

1. No unit owner may raise, breed or keep within a unit or upon limited common elements animals, livestock or poultry of any kind except common household pets such as dogs, cats, fish and birds. Dogs will be limited to a maximum of two (2) in a single or multi-family unit or cats to a limit of two (2) or any combination of each is limited to two (2) total.
2. The following shall apply to pet owners:
 - a. Outside kennels or dog houses upon the owner's limited common elements or patios are prohibited.
 - b. Pets must be on a leash and accompanied by the owner when outside of the units.
 - c. Any pet excrement in the common elements shall be immediately removed by the owner of their pet and properly disposed.
 - d. Pets are prohibited from other individual unit owner's limited common elements and shall be walked on the street.
 - e. Yard stakes to secure unattended pets are not allowed.
 - f. Pet owners may allow pets the use of their backyard space to relieve themselves.
 - g. Damage to the yard/grass is the responsibility of the owner to repair in a timely fashion. Inspections for such damages shall occur at the time of the Annual Spring inspection conducted by the board.
3. With the exception of song birds, the feeding of ducks, geese, deer and other wild animals on the ponds, berms and other common areas is strictly prohibited.

C. Buildings and Limited Common Elements

1. **Attachments and Modifications.** No satellite, television or radio antennae, dish or similar items shall be installed either on the exterior of or protruding through the walls or roof of any unit, except as expressly authorized by the Board of Directors. No structural modifications, changes, additions, nor permanent attachments, except as noted in these rules, will be permitted without the express written approval of the Board of Directors on the exterior of the unit including posts, gutters, soffit and fascia. Structural modifications to the interior of the unit must meet the building regulations of the Town of Grand Chute.

POLICY AND PROCEDURE FOR UNIT MODIFICATIONS/CHANGES

POLICY: *(Any)* additions/changes to any unit or the common and/or limited common (your envelope) elements require the prior written consent of the Board of Directors. *(This includes)*, but *(is)* not limited to, plantings, signs, and the general exterior building structure affecting the Association and its liability.

PROCEDURE:

- *(The Owner will)* submit *(a)* written request of *(the)* potential change/modification to the Board of Directors.
- *(The)* Board of Directors *(will)* determine if an accommodation can be made.
- *(The)* Owner *(will)* provide *(a)* written proposal from a reputable contractor for work to be performed.

- *The* contractor (*will*) supply proof of insurance and bonding to the Owner. Shall such documentation not be available, the Owner will bear responsibility for any and all damages or injuries that may occur.
- *The* Owner (*will*) submit (*the*) proposal and proof of insurance and bonding to the Board of Directors for approval.
- *The* Owner receives approval to complete the work.
- (*The*) Owner (*will*) supply (*a*) final bill. (*The*) contractor's proof of bonding and insurance (*will be submitted*) to the Association (Board of Directors) for (*the*) Association file.
- *The* Owner assumes responsibility for maintenance of (*the*) modifications/changes made.

***NOTE:** (*An*) exception to the definition of limited common area is the 24" planting area allowed around a patio per unit.

2. Repairs and Maintenance. Owners are responsible for general maintenance and repair of buildings except for roofs, siding (to include soffit, fascia and decorative posts), gutters and downspouts with the exception of minor weather-related damage. Unit damage caused by a major catastrophic occurrence shall be addressed through the unit owners individual Homeowners Insurance coverage. Additionally, owners are responsible for maintenance and repair of their contiguous stoops, sidewalks, driveways, patios, decks, and porches. Exterior building elements such as doors, windows, garage doors, porches, and decks shall be replaced with the same make, model, color, pattern, materials, etc., whenever possible. If the exact replacement is unavailable, the replacement must be of similar quality, style, color, pattern, etc., and must be approved by the Board of Directors prior to installation. The board of directors must be notified in advance of any intended repairs or maintenance of the above building elements. Additionally, owners will be held liable for any damage to buildings or association property caused by poor installation or repair of building elements.

3. Trash Disposal. All trash, waste and recycling shall be kept in the containers as provided by the Town of Grand Chute and at all times be stored in the garage except for placement outside of the unit on the driveway and not placed on the grass or street (per the Town of Grand Chute) not earlier than the day prior to the day that municipal disposal pickup is made. No trash or rubbish shall be deposited or left upon any common area.

D. Parking

1. Garages. No vehicles may be parked outside of a garage without the prior written consent of the Board of Directors except that a vehicle belonging to a guest with the unit owner for not more than fourteen (14) days may be parked on the driveway or street during the guest's stay.

2. On-Street Parking. No vehicles may be parked on the street overnight without the prior written consent of the Board of Directors **except** that a vehicle belonging to a guest with the unit owner for not more than fourteen (14) days may be parked on the driveway or street during the guest's stay. Limitations:

- a. Parking on the streets shall generally be limited to the non-mail box side of the roads.
- b. Town of Grand Chute regulations will be followed for parking as well as no parking within ten (10) feet of fire hydrants. (See Below)

TOWN of GRAND CHUTE - WINTER PARKING RESTRICTIONS: Residents are prohibited from parking vehicles on the street for more than thirty (30) minutes between the hours of 2 a.m. and 6 a.m. from November 1 until April 1 of the following year (Ordinance 515-4(c)). Emergency response vehicles are exempt. Upon the declaration of a Snow Emergency, no parking is allowed on any street until the emergency has ended or snow plowing operations are declared complete.

E. Patios and Porches

The patios and porches shall not be used for storing household or gardening tools, equipment, supplies or other items. One storage container on patios is allowed per unit. Storage container is not to exceed 55" long x 24" deep x 32" high. Hoses will be an exception to this rule if they are stored in an orderly manner. Patio furniture including grills and potted seasonal plantings shall be permitted on the patio. Recreational fires, barbecue pits, portable fire pits and outdoor fireplaces shall be permitted if all the conditions of the Town of Grand Chute Municipal Code 5.06 are met and a Recreational Fire Permit is obtained. A recreational fire is not allowed in the common areas.

F. Common Elements

- 1. Usage and Access.** In no case shall unit owners use common elements for their own purposes or deny common element access or general purpose to any unit owner.
- 2. Accessory Structures.** No accessory structures of any type including, but not limited to fences, storage sheds, swimming pools, swing sets, basketball hoops, clothes poles or lines, etc., shall be permitted upon common elements or limited common elements including driveways and patios except those noted in section G.
- 3. Other Storage of Certain Personal Property.** No camper, travel trailer, motor home, boat, bow trailer, snowmobile, all-terrain vehicle, ice shanty, unlicensed vehicle, construction equipment, etc., shall be allowed to be parked or stored upon common elements or limited common elements including driveways.
- 4. Ponds:** The three (3) ponds were developed primarily for aesthetic purposes, but also provide an area for water runoff. Fountains will be maintained on the two (2) inner ponds. For safety and liability reasons, the following activities are prohibited: NO swimming, fishing, throwing of any objects into the pond, any watercraft activity, and the climbing on the rocks around the ponds.

G. Gardens

- 1.** A unit owner may individualize landscaping and/or plantings in an area not to exceed twenty-four (24) inches in width located around the perimeter of such unit owner's patio provided that the unit owner weeds and maintains such area in a responsible manner.
- 2.** Perennials are allowed as long as they do not extend out past the 24" width and do not exceed 5 feet in height.
- 3.** Annuals and vegetables are allowed as long as they do not extend out past the 24" width and 5' in height.

4. A trellis or arbor is not allowed within the 24" width at any height. A trellis or arbor currently in place will be allowed to remain with current unit owner occupying, but must be removed at time of unit sale. The trellis or arbor is to be used as a support for vines and hanging plants only. Holiday lights and /or decorations are prohibited on a trellis or arbor.
5. Decorations not to exceed 5' in height are allowed in the 24".
6. No trees planted or potted will be allowed in the 24" garden space.
7. All maintenance of the area is the responsibility of the unit owner.
8. Solar or accent landscaping lights are not allowed in the front of any condo unit **and** are limited to eight (8) solar or accent lights in the 24" around the patio.
9. Nothing is allowed to be fastened to the exterior of the unit nor lean against the unit or grow onto the unit.

H. Maintenance.

1. **Watering and Cleanliness.** Unit owners are expected to water the plants, shrubs and trees in the limited common area surrounding their unit. In times of extreme dryness, the Board of Directors will give specific directions regarding watering. At all times unit owners should show concern for the cleanliness and maintenance of the common and limited common elements around them.
2. **Snow Removal.** Unit owners are also responsible for the removable of snow from their walks and driveways when the snow is two (2) inches or less in depth.
3. **Landscaping.** No landscaping or plant material located upon the limited common elements shall be altered, moved or added without prior permission of the Board of Directors. Additional seasonal items in good taste such as pumpkins, gourds and potted plants may be added for decoration after the normal flowering season has ended. No seasonal décor shall be placed on pillar caps or black fencing. No lawn ornaments, accent lights, lawn art, plants, planters or bird feeders are allowed in the common and limited common areas that have to be mowed or trimmed around.
4. **Annual Planting Area:** Each unit has a front planting area. For aesthetic and continuity purposes, the WCCOA will decide which plants to plant in this area each spring. If the unit owner does not wish to maintain these plants, WCCOA will determine the material to be installed in this area. Owners may not plant, embellish or install additional ground coverings or materials in this area. No decorative objects including potted plants may be installed in this area.
5. **Hanging plants.** Unit owners are allowed to hang plants and/or bird feeders on shepherd's hooks in the un-mowed areas of the common and limited common grounds. Bird baths, lawn ornaments and lawn art are also allowed as long as the item does not exceed 5' height. An exception shall be shepherds' hooks. Each unit is allowed **five** items

in the un-mowed areas. Owners are responsible for the upkeep and repair of the items. Upon sale of the unit, the hooks, bird feeders, bird baths, etc. must be taken down and the area must be repaired to its original state.

6. **Seasonal decorations.** Outdoor seasonal decorations, whether natural or artificial, **must be removed** at the end of the season. Debris must be disposed of properly and not thrown into vacant lots.

7. **Holiday Decorations.** Holiday lights may be displayed on the trees with care during the winter holiday season, but **there shall NOT be any light displays attached between the trees. No decoration is to be attached to the decorative black fencing, lanterns, or placed on pillar caps** There shall be **NO holiday decorations attached to any of the building exteriors.** **Seasonal décor shall be placed only in the areas stated in #3 above.** Should damage occur, repairs will be at the owner's expense.

8. **Flags.** A unit owner may attach one (1) standard flag holder in the front or back of their unit for the display of a single flag no larger than three (3) by five (5) feet The U.S. flag is permitted to be flown by law. Any other seasonal, sport or similar type flag should be in good taste and removed in a timely manner.

I. Fees

1. **Condominium Monthly Fees.** Unit owners are responsible for payment of monthly fees as set in the budget by the Board of Directors. Dues are owed at the 1st of every month and must be mailed or deposited at Community First Credit Union.

2. **Late assessment Fees.** Monthly maintenance fees for each unit are due by the first (1st) work day of each month. Fees postmarked or deposited in the Associations account after the fifteenth (15th) of the month will be assessed a late fee of ten dollars (\$10.00) plus five dollars (\$5.00) per day for each day late after the fifteenth (15th) day of the month until payment is made.

3. **Attorney fees on delinquent accounts.** As an additional expense permitted under the declaration, articles, bylaws and statutes, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner. The reasonable attorney's fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

J. Enforcement and Penalties

A system of penalties has been established to ensure compliance with the Declaration, Bylaws, Rules and Regulations of the Association. Any violation of a Rule or Regulation should be brought to the attention of the Board in writing. The unit owners are ultimately responsible for all fines and the correction of violations.

1. Receipt of a communicated violation by the Board.

- a. Within 3 days after contact
 - (1) Determine validity of the complaint
 - (2) Respond to complaining party
 - (3). Document complaint
 - (4) Advise owner of violation in writing
 - (a) Identify violation
 - (b) Advise owner regarding the penalties
 - (c) Advise the owner regarding the appeals procedure
 - (d) Notify Unit Owner in writing via USPS.
- b. If the owner in violation has not appealed or had an appeal rejected or not corrected the violation, a certified letter will be sent and delivered in person to the Owner. The letter will identify the violation, that the penalties have started to accumulate, and what the penalty rate is.

2. Appeal Procedure. An owner can appeal an alleged violation within five (5) days of being advised of an alleged violation. The request for an appeal is made to the Board of Directors. A quorum of Board members is required to rule on any appeal. All hearings will be held in 'executive session' of the Board. If a request for appeal is not received within the five (5) days, a violation is assumed to be valid.

3. Penalties. Assessment of penalties to begin upon written notification of violation to owner.

- a. Decoration, vehicles, parking, pets, changes to structure or landscaping:
 - (1). Five dollars (\$5.00) per day for the first thirty (30) days
 - (2) Ten dollars (\$10.00) per day for the second thirty (30) days
 - (3) Twenty dollars (\$20.00) per day for the third thirty (30) days and beyond.
 - (4) Forty dollars (\$40.00) per day for the fourth thirty (30) days and beyond.
- b. Owner May be responsible financially for corrective action should in be deemed necessary.
- c. The Warner Creek Board of Directors can initiate legal procedures to recover penalties at any time, except that it is mandatory at the one hundred eightieth (180) day level.

K. Exception to the Rules and Regulations

Understanding that it is impossible to predict every potential eventuality, an owner may request that the Board consider a specific exception to the Rules and Regulations. The Board will review the request, and if in agreement, will grant the exception. Exceptions granted will be published in the Board meeting minutes.

COMMON COURTESY: Although open garage doors are allowed, it is "common courtesy" to keep garage doors closed except for ventilation, deliveries, work being done, etc.

MISCELLANEOUS STREET COURTESY: Our private roadways are narrower than standard city streets. Owners and guests should park as close to the curb (non-mailbox side) whenever possible. Consider your speed when navigating the narrow roadways in the neighborhood for pedestrian and vehicle safety.

It will be a requirement that two (2) board members be present when meeting with an owner on all matters pertaining to the above.

WCCOA Board of Directors

Deb Pirkel
Bob Desjardin
Jerry Kolbe
Pat Osol
Dan Stojak