## Forest Walk Condominiums

Brookfield, Wisconsin

c/o Camco Management 16535 W Bluemound Rd, #120 Brookfield, WI 53005



## **RULES AND REGULATIONS**

The following is short summary of the Association Bylaws as well as additional Rules and Owners should become familiar with and are expected to comply with the Association's Bylaws contained in Articles VII through IX of the Condo Declaration. The Rules and Regulations contained in this document do not replace but rather supplement and clarify the Bylaws documented in the Forest Walk Condo Declaration. The Forest Walk Condo Declaration empowers the Board of Directors to create, enforce and revise these rules and regulations as they deem necessary in order to protect the rights of individuals as well as safeguard our shared interest in our common property.

- 1. Association Dues are due and payable on or before the 1<sup>st</sup> of each month. A \$25 late fee will be charged for payments not received by the 5th of the month in which they are due. Interest will be charged at the rate of 1.5% per month for all balances over 30 days past due. In the event that in the judgment of the of the Forest Walk Condo Association Board of Directors an Owner's account is seriously delinquent and it becomes necessary to initiate collection activity, the Owner shall be responsible for all collection costs. This means that addition to the past due Association Dues balance interest and late fees which will continue to accrue, all attorney fees, lien fees and all other collection costs will be added to the Owner's balance due.
- Pets There is a limit of one (1) dog of any size or (2) dogs under 40 pounds each in weight and two (2) cats per condo. Exceptions existing prior to November 30, 2004 are "grandfathered" for as long as they remain. Future exceptions will be considered, but require the prior approval of the board. It is not the Association's intent to restrict an owner's choice of pets, but to be considerate of other association members and prevent excessive numbers of pets from becoming a nuisance. The Forest Walk Board of Directors reserves the right to approve pets on a case by case basis and to require the removal of any pets that constitute a safety threat or nuisance to other residents.
- Dogs must be under control at all times when in the common areas. Dog owners must pick up immediately after their dog and dispose of waste in an appropriate receptacle. Dog owners are also responsible for repair (or cost of repair) of any burnout of lawns or other damage to landscaping caused by their dogs.
- 4. Exteriors of buildings (including Walls, Garage Doors and Roofs) may not be damaged, painted or in any way altered.
- 5. Satellite Dish Antennas are permitted at Forest Walk Condominiums subject to the following

These restrictions are necessary because Forest Walk is a condo community and not a single family home. All owners live in close proximity to each other and visible modifications to the exterior of the buildings by one owner are not permitted to adversely effect the quality of life in this community for other owners. The intent of this rule is to not have dish antennas or their installation create safety hazards to the buildings, damage to buildings, water leaks into the buildings or openings for insect pest or rodent intrusion. The antennas may not obstruct the view of neighbors or be an architectural eyesore that adversely affects the esthetics of the property or property resale values.

Only satellite dishes that are 18 inches or less in diameter are permitted at Forest Walk. They are permitted only on decks, patios or backyard planting areas adjacent to the owner's

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patio and are subject to certain architectural restrictions. Dish antennas are not permitted in driveway areas or anywhere in the front of the buildings.

Dish antennas on decks must either be freestanding or they may be bolted to the deck railings via the use of removable brackets. Under no circumstances may holes be drilled or screws be screwed into the decks or railings or any other part of the building. Antennas may not extend more than six feet above the floor of the deck and may not extend more than 1 foot outside the deck perimeter. Dish antennas are not permitted at any other location and may not be affixed to any wall, wood deck posts, floors or roofs.

Dish antennas installed in planting areas adjacent to back yard patios may not extend more than 6 feet beyond the building or 6 feet from the patio. Antennas are restricted to the planting beds only and may not extend over the lawn as this will interfere with mowing.

Antenna cables must be trained through a window, basement window, or patio door opening. No holes may be drilled into the building for cable entry. If the cable can be installed using an existing wall penetration, any resulting opening must be properly re-caulked.

Under no circumstances may trees branches be cut or other common area landscaping be modified or cut to accommodate dish antennas.

In certain instances, depending on the location of specific condo unit, it may be more practical and desirable to utilize the cable TV service connections that are provided in each condo unit.

If it is found through inspection by an Association board member that an owner has installed a satellite dish in violation of these rules, you will be required to remove the installation, pay for any necessary repairs to the building and other common areas if applicable as well as attorneys fees if the Association finds it necessary to retain an attorney to enforce compliance.

Violation of this regulation can result in an initial fine of \$200 plus additional fines of \$50 per day if the violation is not corrected by the required date.

If you have questions regarding these rules, please contact the property manager prior to installation.

- 6. Doors and Storm Doors are under your limited control. Do not paint them or alter them. A uniform exterior appearance of the building, doors and trim is to be maintained. For units without storm doors, you may add a storm door at your own expense, using only doors (manufacturer, model number, and color) approved by the condo board in advance, and professionally hung. Contact CAMCO for information.
- Windows Window treatments such as blinds, shades, curtains, etc., are the personal choice of each owner. Condo bylaws require that neutral colors be utilized. Privacy treatment of all bedroom windows is required.
- Patios and Decks are for your enjoyment. Within reason and discretion, furnishings, planter pots, etc. may be added.
- Barbecue Grills No charcoal or gas grills, hibachi's or smokers of any type are permitted on the decks by Town of Brookfield Fire Dept. ordinance and per NFPA 1 2012 code number 10.11.6.1. Gas grills are permitted on patios, back yards, or on the driveway immediately in front of your garage. If gas grills are used they must be at least 10 feet from the building by law. If grills are used in your driveway please be considerate of your neighbors. If grills are used on your driveway they must be wheeled back inside the garage when not in use. Electric appliances that have no flame may be used on decks. They should be removed or covered when not in use.

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- 10. If you, your guests, or family cause any <u>Damage to Common Areas</u>, you will be financially responsible.
- 11. Each unit must be maintained at a Minimum 60 Degree Temperature, or owner will be liable for all resulting damage if pipes freeze or other temperature related damage occurs.
- 12. Intended Use The property shall not be used for any purpose other than housing and the common purpose for which it was designed.
- 13. Use of Bicycles, Scooters, Roller Blades and other similar activities by owners, family members and guests is permitted during daylight hours and on paved areas only. Engaging in these activities is at your own risk! Anyone engaging in such activities is responsible for any injuries to themselves or others. Skateboarding is not permitted.
- 14. Overnight Parking of Owner's Regularly Parked Vehicles is restricted to the owner's garage and to the driveway area immediately in front of the owner's garage. Such vehicles may not be parked in front of the berms adjacent to any of the buildings nor in other common areas which are reserved for visitor parking.
- 15. Visitor Parking may not obstruct normal traffic on the property. Visitor parking is restricted to the driveway immediately in front of the owner's garage and to the posted area on the north side of the main east-west drive immediately along the planting area. Visitors' vehicles may not be parked in front of the berms adjacent to any of the buildings. Other than on an infrequent basis, visitor parking of vehicles, boats, trailers, RV's, etc. at Forest Walk is prohibited.
- 16. Snow Removal Parking Restrictions take effect whenever snow fall is in excess of two inches. No parking is permitted anywhere on the property except in your own garage or on the driveway immediately in front of your garage. No parking is permitted along the berm or in any other areas until after the snow has been cleared. This is necessary in order for snow plows to be able to clear the driveways. If your vehicle or that of a visitor is parked in your driveway, the snow plow will not be able to remove the snow. You will be responsible for your own snow removal until the next time a general plowing occurs during which your driveway is unobstructed.
- 17. Parking Rule Enforcement In the event complaints are received regarding violations, a warning notice will be issued by the property manager to the Condo Owner whose vehicles or guests' vehicles are violating the parking rules or restrictions. Subsequent violations may, at the discretion of the Board of Directors, result in an assessment to the condo owner of \$25.00 per illegal parking incident.
- 18. Emergency Access Drive on the north-east end of the property is restricted to use by emergency vehicles only. The paving materials utilized to construct this drive are not suitable for normal traffic. Residents and guests are not to use this drive to enter or exit the property.
- 19. Hazardous Materials Flammable or hazardous materials shall not be stored in any unit or in common areas. Permitted exceptions are restricted to properly sealed and stored paint solvents, cleaning products, automotive lubricants, or pest control products in quantities and packaging intended for consumer home use. Under no circumstances may commercial quantities of such materials be stored on the premises nor any materials that would increase the Association's rate of insurance.
- 20. Waste Disposal or littering is prohibited in the common areas. Garbage shall be kept in a trash container in your garage and be deposited at the end of your driveway area for Wednesday morning pickup. Please make sure to bag all garbage and fasten lid to can securely to prevent garbage from blowing around. When a Holiday falls on a weekday, garbage will be picked up on Thursday instead of Wednesday.
- 21. Holiday Lights and Other Seasonal Decorations may be placed by means that do not create an electrical hazard and do not alter or damage any surface. Please restrict your decorations to your deck or patio; any wall surface, door or window that is a part of your unit, and your courtyard out to and including the archway. Decorations that extend beyond the archway may interfere with or be susceptible to damage from snow removal activity.

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- 22. No major Home Improvement projects may be undertaken without Board approval. This includes expanding, fencing, screening, awnings, deck stairways, or enclosing of patios or decks. All Town of Brookfield building permit regulations must be complied with regard to construction, remodeling or improvements
- 23. Nothing shall be done in any unit to impair the Structural Integrity of the condo buildings. All proposed structural modifications require the prior approval of the Town building inspector and the Forest Walk Board of Directors.
- 24. Condo Rentals The Forest Walk Condo Declaration permits leasing of condos with some restrictions. A written lease with a minimum 6 month term is required. Any owner who wishes to lease their unit must file a written request for approval to lease the unit with the property manager who will submit the request to the Board of Directors. The owner must submit the names of all occupants of the unit, the telephone numbers of the renters, the owner's new mailing address and phone number, and a copy of the lease agreement signed by the lessee, which evidences acceptance of all rules, regulations and policies of the Forest Walk Condo Association. The owner is also required to furnish a security deposit of one thousand (\$1,000) dollars prior to occupancy of the unit by the tenants. If all lease agreement stipulations have been complied with and there are no liens, unpaid liquidated damages, assessment fees or unpaid maintenance fees, the deposit will be refunded to the owner after the lease agreement has been terminated and the tenants have vacated the property. The Board of Directors reserves the right to reject proposed tenant leases if Association rules are not followed.
- 25. Costs to Repair Damage Caused by Renters to common areas or other owners' property are the sole responsibility of the condo Owner. The Association will assess the owner for all such repair costs and, in the event of non-payment, the Security Deposit referred to in article 24 will be applied. Determination and quantification of damage will be at the sole discretion of the Board of Directors. In the event of nonpayment of costs in excess of \$1,000 a lien will be filed against the owner.
- 26. Unlawful Behavior by residents, their visitors or renters will NOT be tolerated and the appropriate Authorities will be notified when such behavior is reported.
- 27. At Your Own Risk. Enjoyment of the common area for purposes such as gardening, installing holiday lights, etc., will be solely at the risk of the person undertaking the activity. These activities will not be considered Common Area Maintenance. The condo organization carries no insurance for such activities, and will not indemnify the owners partaking of them by their own choice and for their own
- 28. Realtor Signs or For Sale by Owner Signs No Unit Owner, Realtor or other party may erect, post or display posters, signs or advertising material on the Condominium Property. A temporary exception is permitted only during a scheduled "Open House". During, and only during the actual hours that the that the Open House is in operation and the property is being shown to the public, a temporary window sign or exterior sign is permitted at the condo and a street sign is permitted at the Forest Walk entrance with flags directing prospective buyers to the location of the open house. All such signs and flags must be removed immediately after the open house showing. These restrictions are intended to be fair to all owners while preventing a clutter of multiple signs of various sizes that would detract from the overall marketability of all Forest Walk properties. This requirement is fully in accordance with the Forest Walk Condo Association Declaration of Condominium and will be strictly enforced.
- 29. Noxious Activity No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration of or addition to any Common Elements, or (c) is in violation of the By-laws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable. (From Declaration of Condo, Article IX, page 12, par. 10)

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30. Fire Control Equipment Rooms Access to these rooms is restricted solely to personnel authorized by the Forest Walk Condominium Association Board of Directors.

There are (3) fire control equipment rooms (one for each building) located the garages of the Forest Walk Condo units with the addresses 18235, 18335 and 18435 W. Wisconsin Avenue. These control rooms contain Forest Walk Condominium Association fire alarm control panels and the fire sprinkler system controls as well as municipal tap water meters and controls for the entire building. These rooms constitute Forest Walk Condominium Association common area property in accordance with the Forest Walk Declaration of Condominium.

Access to these rooms is restricted to emergency responders, the Town of Brookfield water authority, the property manager designated by the Forest Walk Condominium Association, authorized maintenance personnel, the Board of Directors of the Forest Walk Condo Association and other individuals as authorized by the Board of Directors. The owner or lessee of this condo is required to grant such access at any time it is required under the terms of the Forest Walk Declaration of Condominium. Owners will be given prior notice whenever possible, but it may be necessary to enter this room without prior notice in the event of equipment malfunctions, a false alarm condition, a fire or other emergency.

There are electric baseboard heaters located in these rooms that keep water pipes in these rooms from freezing during the winter. Freezing of these pipes could result in the failure of our fire protection systems and the need for costly repairs. The electricity used by these heaters is not is supplied from the condo unit Owner's electrical service, but is supplied from the Association's common area electrical service which is separately metered and billed. The Association adjusts these heaters as needed to provide appropriate frost protection during the winter season. Condo owners or renters are prohibited from turning off these heaters or otherwise tampering with the equipment in this room. If frost damage or other equipment damage occurs because you have tampered with the equipment in this room, the Owner will be held financially responsible for all repair costs.

These control rooms shall remain locked at all times and may not be used for the storage of any owner's personal items. For safety reasons the doors to these rooms may not be obstructed.

A sign is posted on each equipment room door explaining these requirements. It is a violation of Condo Association rules to tamper with or remove these signs. These Official Notices are property of the Forest Walk Condo Association. Failure by any Owner or renter to comply with any of the provisions of this Notice shall make the Owner of this condo subject to fine by the Forest Walk Condo Association and may subject both the Owner and renter to legal liability in the event of a fire.

Condo Association Rule Enforcement Policy: Failure to comply with the Rules and Regulations of Forest Walk Condominiums will result in a warning letter. Failure to comply with the warning letter requirements will result a liquidated damage assessment of up to \$200.00 per occurrence. If the infraction does not cease or is not rectified by the deadline specified in the letter, an assessment of up to \$50.00 per day will be added until the condition is corrected. Any attorney fees incurred by the Association for non-compliance with the above will be charged to the condo owner. This Rule Violation Procedure supersedes all prior procedures.

If you have any questions regarding any of these rules, please contact our property manager, Virginia Cameron of CAMCO Management at (262) 796-2140.

> Forest Walk Condo Association Board of Directors Amended June 2016