

RULES AND REGULATIONS FOR
BRANDYWINE ESTATES CONDOMINIUM OWNER'S ASSOCIATION

Condominium living is a cooperative way of sharing with each other while maintaining our own units within the total complex of 24 units. It is essential that we all understand this type of living arrangement if we are to have a compatible and pleasing environment. Brandywine is governed by the Declaration, the Bylaws, and the Policies and Procedures, and overseen by the Board. All homeowners and those living at Brandywine must be knowledgeable of, and understand, the policies and procedures of the Association. All units must be owner occupied. Those units not owner occupied as of (date this document is passed) are grandfathered.

Our lifestyle here at Brandywine is only as good as we as individuals make it and contribute to the well-being of the group. Homeowners are encouraged to be contributing members of the Association to ensure the best for our cooperative style of living

(1) GENERAL RULES

1. Any common sidewalks, driveways, entrances, halls, stairways and passageways shall not be obstructed or used by any Owner for any other purpose than ingress to and egress from the Units.

2. No article shall be placed on or in any of the general Common Elements except for those articles of personal property which are the common property of all the Unit Owners.

3. Owners, members of their families, their guests, residents, tenants or lessees shall not use the sidewalks, driveways, entrances, halls and passageways as play areas.

4. No vehicle belonging to or under the control of any Owner or a member of the Owner's family or a guest, tenant, lessee, or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exits from the project. Vehicles shall be parked within designated parking areas. No other individual or Unit Owner shall park in said designated parking area so assigned. Cars parked in stalls owned by another, or in the Common Elements will be summarily removed at the Owner's expense.

The term automobile shall be defined to include trucks no larger than three-quarter ton and motorcycles, but shall not include any other motorized or non-motorized vehicles. Only automobiles in working condition shall be permitted on the Condominium grounds. No mechanical repairs or maintenance shall be performed on an automobile on the Common Elements or Common Areas except for emergency repairs to start the automobile or change a flat tire. Owners with more than one automobile must keep vehicle in their garage and the other vehicle in their driveway or in an owner marked parking space. If garage space is full, 1 vehicle must be parked on the street. Owners who park a second vehicle in their driveway or in an owner marked parking space are responsible for snow and ice removal of that space if vehicle is not moved when snowplowing is done. Guest parking is designated by marked spaces. Larger vehicles, recreational vehicles, boats, trailers, etc., may be kept on the Condominium grounds

only upon receiving written approval of the Board. When entering or leaving the premises, vehicles will be operated at a speed not to exceed 10 miles per hour unless otherwise posted.

5. No work of any kind shall be done upon the exterior building walls or upon the general Common Elements by any Unit Owner. Such work is the responsibility of the Association. No changes can be made in the limited Common Elements except with prior written approval of the Board of Directors.

6. The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

i. Owners must notify the Board in advance of installing a satellite dish or antenna.

ii. No satellite dishes or antennas may be placed in the common area.

iii. In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

iv. Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the front or side of the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).

v. Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.

7. Use of any facilities of the project will be made in such manner as to respect the rights and privileges of other Owners.

8. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb Owners, or occupants of other Units.

9. Disposition of garbage and trash shall be only by the use of approved garbage disposal units or by use of common trash facilities.

10. No dogs, cats or other domesticated animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements except upon receiving written permission from the Board.

11. Any damage to the general Common Elements or common personal property caused by an Owner or an Owner's guests or family members shall be repaired at the expense of that Owner.

12. The managing agent, or if there is no managing agent, then the secretary of the Board of Directors, shall retain a passkey to each Unit. If an Owner shall alter any lock or install a new lock on any door leading into the Unit, the Owner shall provide a key for the managing agent's or the Board of Director's use. Each Owner may, at his election, furnish to the managing agent, or if there is no managing agent, then the secretary of the Board of Directors, a passkey to his Unit to be used for the sole purpose of permitting the Association to enter such Unit in cases of emergency requiring such entry. In the event an Owner elects not to furnish such passkey, such Owner hereby exonerates the Association for any and all damages caused to his Unit as a result of reasonable forced entry into the same by the Association to cope with such emergencies

13. All drapes or drape linings visible from the exterior of any Unit shall be of a neutral, white or off-white color.

14. It is prohibited to hang garments, rugs, or any other items from the window, roof or any of the facades of the building.

15. Owners, and any other residents, guests, and visitors shall abide by rules and regulations governing the use of Common Facilities.

16. At the time of sale, the Association may charge up to \$50 for providing the disclosure information required by Wis. Stat. Section 703.33.

17. The foregoing regulations are subject to amendment and to the promulgation of further regulations.

(2) RULES GOVERNING OCCUPANCY

1. Consideration should be given to neighbors with regards to loud televisions, radios and stereos. Owners are asked to respect all other owners and maintain noise levels consistent with City of Onalaska ordinances. Please observe quiet between 10 p.m. and 8 a.m. Police may be called if noise continues during these hours.

2. Residents and guests are not allowed to run or play in the driveways, stairways, and upstairs walkways. At NO TIME are bicycles to be ridden in the courtyards. When not in use, bicycles are to be stored in a designated location. Tricycles, wagons, scooters, and other mobile toys must not be left in the courtyards or walkways when not in use.

3. No unsupervised play or activity in the courtyards. Games involving a ball should not be played in the courtyards. Shouting and loud playing so as to disturb other residents is not allowed in the courtyards.

4. Trash, such as bottles, paper, or containers must not be thrown on these or adjoining premises.

5. Garbage, such as bones, which is not accepted by the garbage disposal in the Unit should be wrapped. This will assist in eliminating flies, etc.

6. Potted plants can be displayed outside of units and on decks, but cannot be attached to exteriors of units in any way. Door swags are allowed if attached on loose hangers.

7. Lost or missing keys will be replaced and paid for by the owner.

8. Each Unit Owner shall observe and perform these rules and insure that his family members and invitees observe and perform these rules. In the event expenses are incurred due to violations of rules by invitees, the Owner shall be responsible for payment of the same.

(3) GENERAL MAINTENANCE OF COMMON GROUNDS

1. The Association Board is responsible for general maintenance of common grounds such as lawn, sidewalks, and horseshoe lane.

2. The Building and Grounds Committee is responsible for contracting lawn mowing, shrubbery trimming, leaf pickup, fertilizing, tree trimming/removal, snow removal, sprinkler system maintenance, and any other exterior building work with approval by the Board.

3. No owner is to contact any company or contractor for outside work without Board approval.

4. Snowfalls of 1" or more will be removed by the Association from the horseshoe, parking lots, driveways, and steps from November through March, Removal of snowfalls less than 1" are the responsibility of unit owners. The exception is 10th Ave. sidewalk which will always be cleared by the Association. Deck/patio/ balcony snow removal is the responsibility of individual owners.

5. Salt for winter is provided by the snow removal contractor. Additional salt is purchased by the owner at his/her discretion.

6. Owners are asked to not block access to mailboxes at any time.

7. The Board is responsible to maintain Association Insurance and Fire Inspections.

8. The Board shall maintain the storage rooms in buildings A, B, and E. Trash and recycle cans are to be kept in these storage rooms. Any owner desiring additional cans must

purchase their own from the City. No personal items are to be stored in these areas by owners. Any such items will be removed by the Board.

(4) COLLECTION POLICY

1. The regular monthly assessments are due on the first day of each month.
2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.
3. Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.
4. All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).
5. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.
6. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.
7. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.
8. A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.
9. The basic collection system of the Board shall be as follows:
 - a. At 15 days past due, a board member or the property manager may call the delinquent owner;

- b. At 30 days past due, a past due notice may be sent;
- c. At 45 days past due, a second past due notice may be sent; and
- d. At 60 days past due, the matter may be referred to the attorney for collection.

10. An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

11. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

(5) RULES ENFORCEMENT POLICY AND GRIEVANCE PROCEDURE

1. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

- a. **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.
- b. **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
- c. **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
- d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

1. The violation is in direct defiance of a previous mandate from the Board of Directors.
 2. The violation was malicious in its intent.
 3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*
2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
3. **Attorney Fees**
- a. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
 - b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**
4. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

GRIEVANCE COMMITTEE RULES AND PROCEDURES:

The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.

For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

1. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - c. That evidence shall be received and a record made whether or not the party complained against attends.
2. The hearing shall be divided into two (2) sections:
 - a. The hearing.
 - b. The determination and decision.
3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
 6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
 7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
1. The award was procured by corruption, fraud or undue means;
 2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 3. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
 4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

These Rules and Regulations have been adopted by the Board of Directors this 25th day of March, 2020.