

**RULES AND REGULATIONS FOR  
THE MEADOWS CONDOMINIUM OF  
HAMMOND HOMEOWNERS ASSOCIATION**

Association living will be a new experience for many residents of The Meadows Condominium of Hammond. It is the goal of The Meadows Condominium of Hammond Homeowners Association to provide the necessary help to assure total enjoyment of the Property by all the residents.

A set of Rules and Regulations have been drafted to provide "guidelines" for all residents and to assure everyone the quiet enjoyment of their home.

Common sense and reasonableness are the keys to successful condominium living. The majority of these Rules and Regulations will be simple reminders of courtesy and consideration for one another.

The Rules and Regulations are not intended to place impossible restrictions on residents, but they do include certain guidelines as well as architectural controls which must be observed for everyone's benefit and quiet enjoyment. Please review this document carefully for complete understanding.

**I. GENERAL REGULATIONS**

- A. No business activity designed for profit or otherwise shall be permitted on the Property except for the sales activities of Declarant or as allowed in the Declaration.
- B. Each Owner and each Occupant shall comply with all applicable laws, ordinances and regulations and shall save the Association and other Owners and Occupants harmless from all fines, penalties, costs, and prosecutions for any violation thereof.
- C. No Owner or Occupant shall do anything, either willfully or negligently, which may become an annoyance or nuisance to the other Owners or Occupants. No Owner or Occupant shall make or permit any disturbing noises to be made on the Property.
- D. The agents of the Association and any contractor or workers authorized by the Association or its agents bearing proper identification (if practicable), may enter the Property and Unit(s) at any time for the purpose of correcting any condition which presents a danger of serious loss or damage to the Property or injury or death to any person.

## II. PETS/ANIMALS

### A. PETS/ANIMALS RESTRICTIONS

No pet or animal of any kind, except domestic dogs, cats, small fish or birds, may be brought into or kept in or about the Property. No pet or animal can be bred or kept upon the Property for any commercial use. The Board has full and final authority in determining which pets will be allowed pursuant to this regulation. Each unit is limited to a total of two pets. Pets are limited to the Unit's yard area.

### B. REGULATIONS FOR CATS, BIRDS AND FISH

An Owner may keep a domestic cat, small bird and fish in his/her Unit, subject to the following restrictions:

1. All of the above pets must be kept within the Unit and are not to be allowed on the common areas at any time for any purpose.
2. Any disturbance, such as excessive noise or noxious odor, which is caused by any of these pets will be cause for an action by the Board to remove the offending pet from the Property.
3. The Board has full and final authority in determining which pets will be allowed pursuant to this regulation. Pets are limited to the Unit's yard area.

### C. REGULATIONS FOR DOGS

An Owner may have a domestic dog of a size and nature suitable to The Meadows Condominium of Hammond living. This allowance is granted by the Board, upon registration of the dog with the Association, and is subject to the following:

1. Dogs must be on a leash and under control by their owners at all times when outside the Unit.
2. Dog droppings are to be immediately removed from the Property by the dog owner.
3. Dog owners must control their dog's barking in the Unit and on the Property.
4. Dogs are not to be tethered on the Property or be allowed access to the exterior of the Unit when tethered.
5. Dogs are not to be a nuisance or threatening in any way.

6. The Board may designate a walking area for all dogs. Pets are limited to the Unit's yard area.

### III. CHILDREN

- A. Parents or Guardians are totally responsible for their children's behavior, welfare and safety while in or on the property.
- B. Disturbance arising from children's behavior and use of the Property will be directed to the Rules and Regulations committee for review, resolution and, if necessary, recommend action to the Board of Directors.
- C. Particular note is to be made of a parent's responsibility for children's welfare and safety in relationship to public streets and recreational areas. The Association, its members and Management Agent, if any, are to be held harmless in any action or occurrence involving the Property, public and recreation areas.

### IV. MOTOR VEHICLES, PARKING AND GARAGES

- A. No motorized vehicles of any type shall be allowed on the Property, except on designated streets, parking areas, driveways and in garages. Snowmobiles or other motorized vehicles on the Property are prohibited unless they are stored in a garage.
- B. No Owner or Occupant or guest shall park in such a manner as to impede or prevent ready access to any other Owner's garage.
- C. No Owner or Occupant shall cause or permit the blowing of any vehicle horn anywhere on the Property, except as may be necessary for its safe operation.
- D. No vehicle shall be left anywhere on the Property in a non-operative condition. All vehicles must have current license tags. No vehicle repairs will be allowed on the Property, except as may be permitted by the Board of Directors in writing.
- E. Land recreational vehicles, trucks and other vehicles rated at more than 3/4 ton will not be allowed to be parked in areas other than designated parking areas except for short periods of time for loading and unloading. The private driveways are designated parking areas. Boats or any recreational equipment of any kind are not allowed to be parked/stored on the common Property at any time except in designated areas. The private driveways are the limited common elements shown on the Plat adjacent to the front of each Unit.

- F. Vehicles are to be moved following a snowfall to allow for snow plowing service. No vehicle can be left for longer than eight hours in one location during snow plowing activities. Any expense related to a towed vehicle shall be paid by the owner of the towed vehicle.
- G. The Association retains the right to remove by towing any vehicle or equipment at the Owner's expense to enforce these Rules and Regulations.
- H. Each member has total control and use of his garage except for the following limitations which are imposed for the safety and welfare of all members:
  - 1. No storage of inflammable fluids or explosive materials or any kind is allowed at any time except in approved containers.
  - 2. Overhead garage doors are to be closed and locked when not in immediate use for safety as well as appearance.
  - 3. Garages are to be used for the purpose of parking the Owner's vehicle.
  - 4. Maintenance and repairs of vehicles may be under taken in the garage if they are not of a potentially dangerous nature and are not a disturbance to neighbors.

## V. DECKS/PATIOS

- A. Owners/Occupants have the exclusive right to use the decks/patios attached to their Units, including the placement of portable floor furniture placed inside the boundaries of the walls and railings.
- B. Residents are obligated to clean the decks/patio floors and doors.
- C. Holiday decorations may be placed on decks 30 days prior to the holiday and are to be removed within 15 days following the holiday.
- D. Planters on decks/patios which are planted with living plants/shrubs are to be maintained by the Owner and plants are to be removed upon loss of the plant.
- E. Any additions changes or alterations to the patio or surrounding area is prohibited without specific approval, in writing, by the Board of Directors. (See Section IX for assistance.)
- F. The following are prohibited activities as they relate to the use of the decks/patios.
  - 1. Installation or use of electric lights or antennae of any form.

2. Posting of signs or advertisements.
  3. Shaking or hanging of garments, rugs and the like from deck railings.
  4. Storage of tires, boxes, bicycles or any items not considered a seasonal accessory or furniture normally used purposes of enjoying a deck/patio.
  5. Wind chimes, bells, or any item which creates a disturbing noise.
- G. Barbecue grills or cooking devices of any kind are only permitted in areas and at times when they do not create a safety hazard or annoyance to neighbors. Specifically, such grills or devices shall not be used any closer than eight feet from a unit.

## VI. COMMON GROUNDS AND LANDSCAPING

### A. Trash Removal

No garbage cans, trash containers (except as approved below) or unsightly personal property shall be placed anywhere on the property.

The removal of refuse or litter is the responsibility of the Unit Owner.

### B. Damage to Property

Damage to the Property caused by the moving or carrying of articles thereon shall be paid for by the Owner or person in charge of such articles. Damage to the Property of others resulting from misuse of such facilities, of any nature or character whatever, shall be paid for by the Owner or Occupant responsible.

### C. Watering of Grounds

Unit owners are responsible for the watering of their grounds. Residents are reminded to shut off and drain their water spigots for the winter months.

## VII. MEMBERSHIP AND RENTAL

### A. Membership Procedures

1. Any Owner contemplating the sale of his/her home shall inform the Secretary of the Board or the Association's designated representative of such intent at the time the home is offered for sale.

2. The Association will provide the Association's documents, Rules and Regulations, a statement of unpaid Association fees or assessments and other appropriate information to the prospective buyer upon request in writing to the Secretary or designee. A reasonable charge will be made for issuance of such information.
3. Within five days after the purchase of a Unit, the new Owner shall register with the Secretary of the Association or designee in writing of the sale and provide the following:
  - A. Residence address and address Owner desires to receive notices.
  - B. Business and home telephone numbers.
  - C. Name and address of mortgage holder (if any).
  - D. Any other information deemed necessary by the Board which is or maybe required (i.e. pet information and leasing information).

**B. LEASING REGULATIONS**

1. The following Regulations have been adopted by any owner who leases his/her Unit. These regulations are in addition to Leasing Restrictions outlined in Paragraph 4.4 of the Declaration.
  - A. Units must be leased in their entirety.
  - B. The Owner must inform the Association by written notice to the Secretary of the Association or designee, whenever he/she leases rents his/her Unit. Information to be supplied to the Board no later than the commencement of the lease must include:
    - a. Copy of the rental/lease agreement.
    - b. Name of renter and all occupants of the Unit.
    - c. Term of rental agreement.
  - C. The Owner must supply a copy of the rental agreement information requested above each time a Unit is leased/rented to a new renter/occupant or whenever the rental period is extended or renewed with an existing renter.
  - D. It is the Owner's responsibility to handle all maintenance, repair, etc. within and upon the Unit, which is not the responsibility of the Association, and to assure renter's understanding that all matters

regarding maintenance, repair, etc. are to be handled with the Owner and NOT the Association and/or the Association's Management Agent, if any.

- E. It is the Owner's responsibility to supply a copy of the Rules and Regulations to the renter and ensure that the renter and occupants comply with all of the Rules and Regulations of the Association.
- F. Any violation of the Rules and Regulations, Declaration and/or Bylaws of the Association by a renter/occupant or their guests will be brought to the attention of the Owner by the Association. Upon notification from the Association, the Owner will cause the violation to be corrected, the Association enforce the Rules and Regulations in accordance with Article XII herein and any other remedies available to the Board and the Association through the Governing Documents, these Rules and Regulations and the Law.

### VIII. ARCHITECTURAL AND EXTERIOR REGULATIONS

#### A. ARCHITECTURAL CONTROL AND DESIGN REVIEW COMMITTEE AUTHORITY

The Board of Directors has the responsibility and authority to regulate alterations and the architectural integrity of the Property. These controls are defined in paragraph 3 of the Declaration. Please refer to the Declaration as well as the following when considering any changes:

1. After the completion of construction by the Declarant, no modification, decoration, change or other improvement of any kind shall be commenced, erected or maintained upon the Property or exterior of the buildings without prior written approval by a Design Review Committee composed of persons appointed by the Board of Directors and the Board of Directors.
2. Approval shall not be given until plans and specifications showing the nature, kind materials and location of the same shall have been submitted to the Board of Directors or to the Design Review Committee in sufficient detail to assure its structural and maintenance soundness and its compliance with the architectural scheme and harmony in relation to the surrounding structures and topography of the complex.
3. The Design Review Committee and the Board of Directors shall approve or disapprove the request within 45 days from receipt of all requested plans and specifications as outlined above by the person designated by the Association to receive such requests, or in the event of no designation, the President. In

the event the Board of Directors fails to approve or disapprove said request in writing within 45 days after said plans and specifications have been received by the designated representative of the Association, it will be presumed that the said request has been disapproved.

4. The Board of Directors retains the right to submit any request to the members of the Association at a Special Meeting called in pursuant to the Bylaws. Such meeting shall be called within 40 days from receiving the request in accordance with this Article and review period extended until five days following the meeting.
5. Enforcement of these regulations shall be adhered to as defined in paragraph 3 of the Declaration.

**B. DECLARANT'S AUTHORITY**

During the time in which the Association has any voting interests held by the Declarant, all decisions of the Design Review Committee/Board may be vetoed by the Declarant. The Declarant must respond to the proposed change within 30 days of receipt or waive the right to veto as provided in the Declaration, Section 3.6.

**C. ARCHITECTURAL REGULATIONS**

1. No radio, CB, television or other antennae shall be installed by an Owner or an Occupant anywhere on the exterior of the buildings or Property without approval of the Association. Satellite dishes shall be permitted and the location shall be approved by the Board of Directors. Any violations of this section may only be corrected by Board approved contractors at the expense of the unit owner that is in violation.
2. Owners and Occupants shall not place identification or other signs in any place on the Property.
3. No "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising shall be placed on any part of the Property by any person other than Declarant, unless specifically approved by the Association.
4. Air conditioning condensers are to be of like size and design. Any varying style of condenser must be approved or be encased in an approved cover.

## IX. COMPLIANCE WITH THE RULES AND REGULATIONS

Each Owner and Occupant is responsible for full compliance with the Rules and Regulations by all family persons, guests, visitors, lessees, and other person during the time they are upon or using the Property. By acceptance of title to a Unit, or by the occupancy of a Unit, each Owner and Occupant agrees to hold the Association harmless and indemnify it from and against any liabilities, loss or damages incurred by the Association as a result of any violations by the foregoing persons.

## X. APPROVALS AND DISAPPROVAL

Any request as required by these Rules and Regulations is considered denied unless the following have been completed:

1. A written request is received by the Board or its Designee.
2. The Board's approval or disapproval is noted in minutes of a Board of Director's meeting.
3. Written notification of approval or disapproval is submitted to the requesting member(s) from the Board or its designee.

## XI. COMPLAINT PROCEDURES

Since voluntary compliance with the Association rules is not always obtained, it may be necessary for the Board and standing committees to deal with these situations. The policy outlined below is an attempt to formalize the handling of various complaints addressed to the Association.

Members of the Board and the various Association committees are under no special obligation to enforce regulations or arbitrate disputes between neighbors, except in cases where their authority is required to obtain compliance with Association rules. It is further hoped that the complainant has first attempted and failed to obtain voluntary compliance without office intervention.

- A. Complaints regarding Association Rules and Policies must be forwarded or submitted in person or in writing at a meeting of the Board of Directors or the Association committee responsible for the policy. Questions pertaining to rules or policies established or administered by one of the committees shall be considered by the committee prior to discussion by the Board of Directors. Any complaints which are presented in person to the Board will be referred to the appropriate committee.

- B. Complaints regarding rule violations by homeowners must be submitted in writing to the Board of Directors through the Rules and Regulations Committee. The Complainant should have already discussed his complaint with the offending party, and must indicate what response he received. Anonymous complaints will not be accepted. Complaints will be kept confidential by the Rules and Regulations Committee and the Board of Directors as far as practical.

## XII. ENFORCEMENT PROCEDURES

### A. Authority to Establish and Assess Fines

1. Any Owner or Occupant who violates these or any future regulations or restrictions shall be required to pay a fine in an amount determined by the Board to be appropriate for the infraction, but not to exceed \$200.00 for each month per time the violation occurs. In addition, any Owner who violates these regulations shall be subject to all legal remedies available to the Association, its Board of Directors, and all other residents, as provided in the Declaration, in the Bylaws of the Association and by law. Any fine will be assessed against the Unit and is due and payable when assessed and collected in the same manner as the other Association assessments. The Association shall be entitled to recover all costs of collection, including attorney's fees.
2. The Owner shall assume full responsibility for payment of any assessed fines when the fine is a result of action by the Owner's Occupant(s) or lessee.

### B. Hearing Procedure

Any violation of any of the Rules and Regulations will be subject to the following Hearing Procedure:

1. First Complaint. Upon receipt of a written complaint by another Owner or Occupant detailing the complaint and the date and place of its occurrence and upon confirmation of the complaint by the Board or its representative, the offending Owner will be notified of the next meeting of the Board at which a hearing will be provided to both parties of the complaint.
2. Hearing. The offending Owner will be allowed a hearing on the cause of the complaint and be provided an opportunity to be heard by the Board. Following the hearing, the Board will determine appropriate and reasonable action. The Board's decision is final and binding.

In the event the offending Owner does not respond or attend the hearing, the Board will enforce the Rules and Regulations based on the information available.

3. Second Complaint and Notice of Offense. Upon receipt of a second written complaint for a repeated offense and upon confirmation of the complaint by the Board or its representative, the offending Owner/Occupant will be notified of the complaint and assessed a fine as deemed appropriate for the offense unless an "Action to Cure" the complaint is shown by a written statement to the Board within a maximum of five days of receipt of the Second Notice of Complaint. The fine will be assessed to the Unit and payable when the assessment is made and collected in the same manner as other Association assessments. The disposition of proceeds resulting from fines shall be in the discretion of the Rules and Regulations Committee.
4. The Board of Directors has the right to enforce the Rules and Regulations in a Court proceeding.
5. The Board of Directors has the right to collect all costs of enforcing the Rules and Regulations from a violation, including attorney's fees.

### XIII. BOARD'S AUTHORITY

The Declaration empowers the Association as follows:

1. Authority to Regulate. The Board of Directors has full authority to review these Regulations and change, alter, grant waivers, or delete any portion or section as it sees fit to further the health, welfare and safety of the Owner and Occupants of The Meadows Condominium of Hammond.
2. Authority to Enforce. Any resident who violates or disregards the decisions and directives of the Board in its enforcement of these Rules and Regulations can be required to pay fine as determined by the Board.

In addition, any Owner or Occupant who violates the Board of Directors directives and enforcement decisions shall be subject to all legal remedies available to the Association, its Board of Directors, and all other residents, as provided in the Declaration, in the Bylaws and by law.

### XIV. NOTICE TO MEMBERS

The Board of Directors will provide reasonable notice of any changes to these Rules and Regulations to the members of the Association.

THIS DOCUMENT DRAFTED BY:

Maxfield E. Neuhaus, Attorney  
Rodli, Beskar, Neuhaus, Murray & Pletcher, S.C.  
219 North Main Street  
P. O. Box 138  
River Falls, WI 54022-0138  
715-425-7281