

# Whispering Woods Condominium Association

## Rules and Regulations

*Revised: May 3, 2019*

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## Article I. Definitions

The rules and regulations are intended to be used in conjunction with the Declaration of Condominium of Whispering Woods Condominiums ("Declaration") and Bylaws of Whispering Woods Condominium Association, Inc. ("Bylaws"). No rules or regulations shall supersede, impede, or contradict either of these documents. These documents will generally comprise the Condominium Disclosure Materials. Management will be responsible for maintaining current copies of all documentation.

### Section 1.01 General Terms

The following table lists terms that will be generally used in the Rules and Regulations:

Whispering Woods Condominium Association ("Association")	This refers to the Association in its entirety.
Unit Owner / Member	This refers to a single member of the Association, as defined by the Bylaws.
Resident	This refers to a permanent member of a unit household (i.e. spouse, partner, child, roommate, etc.).
Guest	This refers to a non-permanent member of a unit (i.e. non-resident family members, guests, invitees, etc.).
Tenant	This refers to a permanent member of a unit who has a contractual agreement with an association member.
Board of Directors ("Board")	The Board of Directors is a five (5) member body of association members that provides oversight of the ongoing operations of the Association.
Management	This refers to a third-party company hired by the Association to perform ongoing property management services. Lake City Management is currently employed by the Association to provide these services.
Vendor	This refers to a third-party company hired by the Association to perform work on the property (i.e. garbage removal, lawn care, towing, etc.). The company may be employed on a one-time or ongoing basis.
Unit	This refers to the unit owned by an association member, as defined in the Declaration of Condominium. It does not include Limited Common Elements or Common Elements.
Limited Common Elements	This refers to Limited Common Elements, as defined in the Declaration of Condominium.
Common Elements	This refers to Common Elements, as defined in the Declaration of Condominium.
Condominium Property	This generally refers to the combination of Limited Common Elements and Common Elements.

### Section 1.02 Additional Definitions

All terms not defined herein shall have definitions assigned by the Declaration and Bylaws.

## **Article II. General Information**

The following rules and regulations are adopted by the Board for the purpose of assuring that the Whispering Woods community is operated in an efficient and orderly manner so as to create a pleasant living environment.

### **Section 2.01 Amendments**

This document may be amended at any time by the Board. New rules and regulations go into effect fourteen (14) days after the publication date.

### **Section 2.02 Applicability to All Residents**

All rules and regulations shall apply to and shall be complied with by all Unit Owners, Residents within units, Guests, and Tenants.

### **Section 2.03 Keys and Locks**

The Association shall have the right to retain a passkey to each unit at all times for the event of emergencies. If the Unit Owner alters any lock or installs a new lock on any door of the condominium, the Unit Owner shall provide the Association with an additional key or pass code for use by the Association pursuant to its rights to access the units.

### **Section 2.04 Winter Heating**

Whether occupied or vacant, all units shall be heated to at least 50 degrees Fahrenheit.

### **Section 2.05 Personal Property**

Neither the Board nor the Association is responsible for personal property left in parked cars or anywhere else on the condominium property.

No materials prohibited by law or local ordinance may be stored in the condominium property.

### **Section 2.06 Noise and Nuisances**

No offensive or unlawful activity shall occur in the condominium. No offensive or unlawful use shall be made of the condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their unit. No unit shall be used or maintained as a dumping ground for garbage.

No loud, disturbing or objectionable noises shall be made on the property. All Unit Owners shall keep the volume of any radio, television, or musical instrument in their units sufficiently reduced at all times so as to not disturb other Unit Owners.

- Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such device in a unit between the hours of 11:00 p.m. and the following 8:00 a.m., if such operation shall disturb or annoy other occupants of the building.
- Power tools shall not be used between 9:00 p.m. and 8:00 a.m. the following day.
- No noisy vehicles will be operated on the property.

## **Article III. Units**

All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own unit which would adversely affect any portion of the condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

## **Article IV. Association Meetings**

The use of voice, video, and digital recording devices will be prohibited at all annual association meetings, listening sessions, and Board meetings. The Board reserves the right to grant an exception to this rule (in the Board's discretion). Association members, or their authorized representatives, can request an exception in writing to the property manager, for the Board's consideration, at least 48 hours before the meeting.

## **Article V. Limited Common Elements**

Unit owners are responsible for the orderly maintenance of two (2) areas of Limited Common Elements, as defined by the Declaration. These include parking stalls and improved access points.

### **Section 5.01 Parking**

Unit Owners are assigned parking spaces as prescribed by the Declaration.

- Unit Owners shall not be permitted to park their vehicles or the vehicles of any Resident or Tenant in any space other than their assigned spaces.
- All vehicles must be parked completely within the parking lines. Parking of vehicles horizontally behind two stalls is prohibited.
- Unit Owners, Residents, and Tenants shall not use visitor parking for their vehicles.
- Unit Owners shall not park, nor shall they permit Residents, Tenants, or Guests to block access to the parking areas of other Unit Owners.
- No parked vehicle shall overhang a sidewalk.

Visitor parking is intended for short-term parking by guests of Unit Owners. Vehicles parked in visitor parking shall adhere to a three-hour time limit. There shall be no overnight parking in visitor parking.

Parking spaces are to be used exclusively for vehicles driven on a regular basis and not for storage of any kind. Inoperable vehicles are not allowed on the property at any time. A vehicle is considered inoperable if it is not capable of immediate movement under its own power at any time, has a flat tire, expired plates or if it is not currently licensed.

Driveways shall not be used for any purpose other than the ingress and egress to and from units. Parking areas shall not be used for any purpose other than parking your vehicle as outlined.

#### **(a) Service and Recreational Vehicles**

Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area in the overflow lot and have been given written permission from the Association. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Association.

#### **(b) Vehicle Repairs**

No vehicle repairing or maintenance (e.g. changing of oil) or any similar activity shall be permitted anywhere on the condominium property, except for minor emergency repairs to permit a vehicle which is temporarily inoperative to be removed (e.g. changing a tire or a battery).

#### **(c) Snow**

If there is an overnight accumulation of snow of at least one inch, all vehicles must be removed from the parking lot (by 8 am) until the lot has been cleared of snow.

#### **(d) Play Prohibited in Parking Lot**

For the safety of residents, the parking lot and driveways are not to be used as a playground or a place to loiter. Accordingly, loitering, bike riding, and other play activities are prohibited in the parking lot and driveways, with exception of cyclists who are riding safely to enter or exit the property. Parents should inform their children of this rule and the appropriate places to play (sidewalks, patios, courtyards, other grassy areas, school playground, etc.).

#### **(e) Enforcement**

Unit Owners in violation of parking rules and regulations are subject to fines issued by the Association. Improperly parked vehicles shall be subject to ticketing and removal at the vehicle owner's expense.

### **Section 5.02 Improved Access Points**

#### **(a) Sidewalks and Stoops**

Unit Owners shall keep all sidewalks and stoops leading to the front of units orderly and clear of debris.

Trash should never be left outside your unit, even for a short time. All trash should be placed securely inside the dumpsters in a sealed plastic bag. Unit Owners shall comply with all local, county and state recycling laws.

### **(b) Patios**

All patios which are open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for:

- Grills, which must be stored and used according to all applicable fire and building codes.
- Patio and deck furniture.
- One bicycle per resident may be stored during non-winter months only and only if stored neatly.
- No tarps are allowed.

### **(c) Storm Doors**

Unit Owners shall be responsible for keeping storm doors in good repair and appearance.

### **(d) Enforcement**

Unit Owners in violation of the rules and regulations shall be subject to fines issued by the Association. In addition, the Board may direct Management to repair deficiencies to Limited Common Elements. The cost of repairs will be assessed against units and Unit Owners.

## **Article VI. Common Elements**

Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the units and shall be prohibited from discarding any materials into the Common Elements.

## **Article VII. Pets**

### **Section 7.01 General Information**

All animals must be registered with the Association. Pet Owners shall be financially liable for damage caused by their animals. Pet Owners must remain in compliance with all City of Madison statutes and ordinances regarding restrictions on the keeping of animals.

### **Section 7.02 Limitations**

Except as the Association may otherwise permit, Unit Owners shall be allowed to keep up to:

- Four pets per Unit, not to exceed two (2) dogs
- Dogs will be subject to a weight limit of fifty (50) pounds per dog
- The dog breeds listed under the Erie Insurance carrier prohibited dogs clause are restricted, and shall not be allowed anywhere within the condominium
- In addition to cats and dogs, small animals that are kept in a cage or tank are also permitted

### **Section 7.03 Control**

- Animals shall be carried or kept on a restraint at all times when not in a unit.
- Animals on a restraint must be kept under the control of the Owner at all times.
- Animals shall not be permitted to unreasonably disturb other condominium residents.
- Kennels shall be kept inside their respective Owner's unit.
- Animals shall not be left unattended in any portion of the Limited Common Elements or Common Elements.
- Unit Owners are responsible for the immediate cleanup of their animals, regardless of the circumstances.

### **Section 7.04 Enforcement**

Unit Owners in violation of the rules and regulations shall be subject to fines issued by the Association. If additional measures are required, the Association may contact Municipal or County Animal Control authorities for enforcement.

### **Section 7.05 Grandfather Clause**

A grandfather clause shall be enacted, where properly registered animals, approved by the Association, prior to the adoption date of the amended pet policy on 02/01/2017, will continue to be allowed.

## **Article VIII. Architectural Control**

### **Section 8.01 Landscaping**

Unit Owners are prohibited from planting outdoor vegetation anywhere within the condominium without the prior written approval of the Association.

### **Section 8.02 Protrusions**

No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the condominium without the prior written consent of the Association.

### **Section 8.03 Signs**

For sale signs are allowed on the inside of unit windows. Tent style open house signs no larger than 3 feet by 3 feet are allowed outside of a unit and on the grass in front of the 1305 building no sooner than three (3) days before the open house. Signs conveying a political message are allowed by Wis. Stats. Section 12.04. No other signs of any kind shall be displayed to the public view on any unit without the written consent of the Association.

#### **Section 8.04 Satellite Dishes and Antennas**

To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any unit without the prior written approval of the Association. No satellite dishes shall be attached to the property without the express consent of the Board or Management.

#### **Section 8.05 Hanging of Garments and Window Coverings**

The hanging of garments from the windows or any facades of the condominium is prohibited. No sheets shall be used for window coverings. No laundry is to be hung in Limited Common Elements or Common Elements for any reason.

#### **Section 8.06 Enforcement**

Unit Owners in violation of the rules and regulations shall be subject to fines issued by the Association. If additional measures are required, the Association may have Management remove, repair, or replace offending items. The cost of such shall be assessed against the unit and Unit Owner.

### **Article IX. Sale of Unit**

#### **Section 9.01 Liability for Assessments**

Wisconsin State statutes make each Unit Owner liable for all assessments due on a unit while Unit Owner continues to own such unit. In addition, a buyer of a unit is jointly and severally liable with the seller of a unit for all past due assessments per Section 703.165(2), Wisconsin Statutes.

Each buyer of a unit should, prior to closing, contact the Association through Management and inquire as to the outstanding assessments due on such unit as of the date of inquiry. Management shall, within five (5) business days, provide the buyer of such unit with a statement setting forth the amount of such unpaid assessment.

Any lien outstanding against a unit may be enforced according to the Wisconsin Statutes. Enforcement may include foreclosure.

#### **Section 9.02 Condominium Disclosure Materials**

Unit Owners are responsible, under Wisconsin Statutes, for providing the buyers of the unit with Condominium Disclosure Materials. Copies of the Condominium Disclosure Materials may be obtained from Management at a cost that shall cover administrative costs for their provision. Management has ten (10) days to provide Condominium Disclosure Materials after obtaining a written request from the Unit Owner.



## **Article X. Rental of Unit**

Rental of a unit at Whispering Woods Condominium Association is permitted only with written approval from the Board. The Board shall approve rentals only in the following temporary circumstances:

- Unit Owners who are military personnel temporarily stationed more than 40 miles from Madison.
- Unit Owners undergoing temporary job relocation with their current employer, where the Unit Owner will be returning to work with said employer at a reasonable commuting distance within two (2) years.
- Unit Owners on a temporary volunteer assignment (e.g. Peace Corps) where the Unit Owner will return to occupy his/her unit within two (2) years.
- Unit Sale Circumstances; Unit Owners attempting to sell their unit must list their unit on MLS during entire duration of said rental.

### **Section 10.01 General Conditions**

All rentals are subject to the following:

- No more than 10% (five) of the units shall be rented at one time.
- Unit Owner shall not rent to more than one (1) tenant during any period of twelve (12) consecutive months.
- Rental periods must be for a term of at least six (6) months but may not exceed twelve (12) months.
- No unit may be sublet by a Lessee and no lease shall be assigned.
- Unit Owner and Lessee(s) must agree to standard lease provided by Whispering Woods Condominium Association.

### **Section 10.02 Additional Requirements**

- Lessee is subject to all rules and regulations of the Whispering Woods Condominium Association.
- Unit Owner agrees to be liable for all acts of negligence or violation of the rules and regulations of Whispering Woods Condominium Association by Lessee, member of Lessee's family, and Lessee's guests and invitees.
- Unit Owner remains liable for, and must stay current on, payment of Whispering Woods Condominium Association dues.

## **Article XI. Financial Responsibility**

### **Section 11.01 Prompt Payments**

- Unit Owners are responsible for the payment of condominium fees within ten (10) days of the beginning of each given month.
- Unit Owners are responsible for the payment of assessments by the due date provided on the invoice.
- Unit Owners are responsible for the payment of fines within fifteen (15) days of notice.

### **Section 11.02 Assessments**

The Board may issue assessments as needed for the ongoing maintenance of the condominium property or to correct Unit Owner negligence. Fifteen (15) days after the due date on any invoice, assessments may begin to accrue interest at an annual rate of 18% or the maximum rate allowable by state law, whichever is lower. The Board authorizes Management as its agent for the notification and collection of assessments.

### **Section 11.03 Negligence of Owner**

#### **(a) Damage to Units**

Unit Owners shall be responsible for repair of any damages caused by any negligent act or omission within their unit.

#### **(b) Damage to Limited Common Elements**

Damage to the Limited Common Elements caused by a Unit Owner, Resident, Tenant, Guest, Pet, or an Agent of a Resident shall be the responsibility of the Unit Owner or the person causing such damage. The Association may assess the cost of maintenance, repair, or replacement that would otherwise exceed common expenses to the unit and Unit Owner.

#### **(c) Damage to Common Elements**

Damage to the Common Elements caused by a Unit Owner, Resident, Tenant, Guest, Pet, or an Agent of a Resident shall be the responsibility of the Unit Owner or the person causing such damage. The Association may assess the cost of maintenance, repair, or replacement that would otherwise exceed common expenses to the unit and Unit Owner.

## **Article XII. Enforcement and Grievance Procedure Resolution**

WHEREAS the Board of Directors of Whispering Woods Condominium Association, Inc. (the "Association") "shall adopt Rules for the regulation of the use and enjoyment and the Condominium" pursuant to Article V, Section 5.1 of the Bylaws;

WHEREAS there is a need to ensure that the members of the Association obey the rules of the Association and that the Association provide due process while enforcing the rules contained in its governing documents;

THEREFORE, BE IT RESOLVED that the Association adopt the following rules enforcement and grievance procedure:

### Section 12.01 Fines

The following is a schedule of the fines that will be imposed for non-compliance with 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 or the Property Manager may attempt to contact the offending party to explain the violation and the need that all Unit Owners and Residents comply with the Condominium Documents.
- (b) **FIFTY DOLLARS (\$50.00)** shall be assessed against a Unit Owner or Resident for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the \$50.00 fine to be assessed.
- (c) **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a Unit Owner or Resident for each successive violation of the Condominium Documents.
- (d) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) 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:
  - The violation is in direct defiance of a previous mandate from the Board of Directors.
  - The violation was malicious in its intent.
  - The violation is evidence of a pattern of the Unit Owner's or Resident's non-compliance with the Condominium Documents.
  - 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).

Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

### Section 12.02 Attorney Fees

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. 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. **This rule does not apply to Owners' fair housing complaints, neither State nor Federal.**

### **Section 12.03 Grievance Committee Rules and Procedures**

Any Unit Owner or Resident who has been accused of violating the Condominium Documents or 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 fourteen (14) calendar days of the notice of the violation or fine. If no demand is made within fourteen (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.

- a. 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.
- b. 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.
- c. For any grievance hearing, a majority vote of the committee will determine the action and decisions of the committee.
- d. Members serving on any grievance committee must not be directly involved in the specific dispute at hand.
- e. Upon receipt by the grievance committee of a grievance, the matter shall proceed as follows:
  - i. A letter shall be sent by certified mail, return receipt requested, informing all parties:
    1. Of the time, place, and date of a hearing before the grievance committee;
    2. Of the right to counsel;
    3. That the evidence shall be received and a record made whether or not the party complained against attends.
  - ii. The hearing shall be divided into two (2) sections:
    1. The hearing;
    2. The determination and decision.
  - iii. The hearing section shall be open to only the grievance committee, the parties involved, their attorneys and witnesses.
  - iv. 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.
  - v. 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.
  - vi. 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.

- vii. 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:
  - i. The award was procured by corruption, fraud or undue means;
  - ii. There was evident partiality or corruption on the part of the grievance committee, or any of them;
  - iii. The member of the grievance committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, 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;
  - iv. 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.

### **Article XIII. Financial Records**

The Association maintains detailed financial records concerning the ongoing operations and maintenance of the property. The Board authorizes Management as its agent for record keeping. Unit Owners have a fiduciary interest in the operations of the Association.

Unit Owners may request copies of balance sheet and profit and loss statements for review. This request may be made in person, by phone, or in writing.

Unit Owners may request to inspect and make copies of additional financial records in writing. The request must be accompanied by a reason that demonstrates the request is made in good faith and for a proper purpose. Unit Owners shall provide written notice of at least five (5) business days before the date on which the member wishes to inspect and copy documents. This request will be accommodated by Management at a reasonable time and reasonable location. Management may charge for any copies made at their expense.

If any accepted requests result in actions that go against the stated reason of good faith and proper purpose, the Board, Management, any Unit Owner, and/or any Vendor may seek appropriate remediation, including civil and criminal penalties.