

South Park Estates Owners Association, Inc.

Owner's Handbook

Updated to October 2018

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ASSOCIATION CONTACT INFORMATION

Management Company:

Pfefferle Management
200 E. Washington Street, Suite 2B
Appleton, WI 54911

Phone: 920-730-4284

Emergency Phone: 920-730-4284

Property Manager and primary contact: Lori O'Neil – 560-5030

Alternate Contact: Jeff McLaughlin or Michelle Shaffer Burns

E-Mail: Lori: loneil@pfefferle.biz

Jeff: jmclaughlin@pfefferle.biz

Michelle: msburns@pfefferle.biz

Insurance Agency: Enter all Claims through Lori O'Neil at
Pfefferle

Ansay and Associates Insurance
201 East Bell Street
PO Box 745
Neenah, WI 54957-0745

Phone: 920-722-7531

E-mail: Glenn.Vanderloop@FV.Ansay.com

Agent: Glenn VanderLoop

Associate: Doreen Janssen

Board of Directors:

President & Treasurer: Les Wyman, Lwyman@new.rr.com
920-725-1796

Vice-President: Larry Niemuth, bobber3339@sbcglobal.net
920-725-6035

Secretary: Jeff Williquette, jwilliquette2@new.rr.com
920-729-1088

HANDBOOK DISCLAIMER

This Owner's Handbook has been written to serve as a quick reference for use by the unit owners of South Park Estates Condominium. Should questions arise, the Declaration and By-Laws of South Park Estates Condominium are the legal reference to be used and will supersede any information contained in this handbook.

How is South Park Estates Condominium Governed and Managed?

South Park Estates is a community within a community.

There are many advantages to condominium ownership. Among these is the reduction or elimination of the problems of caring for and maintaining a typical single family home. The Condominium Association, in accordance with standards established by the owners, handles maintenance of the common elements. Equally important is the ability of the owners to establish rules by which all residents of the condominium agree to abide.

The rules and regulations governing South Park Estates Condominium are set forth in the Condominium Declaration and Condominium By-laws that you received at the time you purchased your unit. The by-laws may be amended from time-to-time accordingly and the procedures for doing so are included in the documents.

The South Park Estates Owners Association, Inc. governs South Park Estates Condominium. The Association is established as a non-profit condominium association in accordance with the Wisconsin Statutes 703.

The Board of Directors is made up of three (3) members who are elected by the unit owners for terms of three (3) years. The terms of the Board members are staggered.

The Board has the responsibility of operating the Association. Among other things, this includes developing an annual budget; arranging for the maintenance of the common areas; enforcing the rules and regulations of the condominium; paying the bills and keeping the books. Board members do not receive any compensation for their work. The Board meets at least once each quarter or more frequently if there are matters to be discussed. Owners are welcome to attend Board meetings. Call the Management Company or any Board member to get the date of the next meeting.

Like most condominium associations, the Board has hired a professional real estate Management Company to carry out the day-to-day management of the Association. The Management Company operates entirely under the direction of the Board and does only that work which the Board has specifically authorized. The Management Company also serves as a point of contact for the Owners.

Annual Meeting. The annual meeting of all Owners is held on the third Tuesday in September of each year. At the annual meeting, Owners elect Board Members, receive the budget for the following year and transact any other business that may be on the agenda. Other meetings may be called as needed.

Voting Rights. In matters requiring a vote of the Owners, each individual unit has one vote. There are thirty eight (38) units declared in the Declaration and thus one vote for each of the units, or thirty eight (38) total votes.

Regardless of the number of people who may own a unit, that unit has only one vote and fractional votes are not recognized. In other words, if a husband and wife jointly own a unit, they may cast one vote for a candidate for the Board. They cannot cast one-half vote for candidate A and one-half vote for candidate B.

Owners who are unable to attend the annual meeting in person are encouraged to designate a "proxy", in writing, to attend and vote on their behalf. Per the condo documents *"Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting."* Per Wisconsin Condominium law 703.15(4)(d) this is only valid for 180 days after issued unless granted to a mortgage holder or lessee.

No one other than an Owner may vote unless that person has been given a valid written proxy by the Owner.

Enforcement of Declaration, By-laws, and Condominium Ownership Act Provisions

(Summary)

On occasion it may be necessary to deal with an infraction or perceived infraction of the Declaration and/or By-Laws. Should this occur, the following procedure will be followed:

All complaints are to be directed to the Management Company in writing (e-mail is acceptable). If the initial complaint is made verbally, it is to be followed immediately by written confirmation. The Management Company or a Board member(s) will investigate in a timely manner and will determine if an infraction of the Declaration and/or By-Laws has occurred. The Management Company will consult with the Board of Directors as necessary.

The Management Company or a Board Member(s) will verbally discuss the infraction with the alleged unit owner offender(s) providing the nature of the report and who made the report. If it is determined there is a rule violation requiring corrective action, the Management Company or a Board Member(s) will explain the rule(s) violated and ask for compliance. In so far as is possible the Management Company and Board will work with both owners to attempt to reconcile the dispute. The discussion will be documented by e-mail to the Board of Directors and Management Company representatives.

The Management Company or a Board Member(s) will respond back verbally or in writing, as appropriate to the situation, to the person(s) reporting the infraction(s) typically within 30 days of when the first written notice is received. Using e-mail is one acceptable way to do this. The issue will be logged by the Board showing date, who reported the issue, the nature of the issue, and remarks related to the issue by the Management Representative or the investigating Board Member(s).

If the confirmed issue is not corrected and a second written complaint is received, the alleged unit owner offender(s) will receive a written notice from the Management Company to correct the violation(s). The notice will inform the alleged offender(s) that subsequent complaints will result in a fine being assessed.

If the issue continues to be reported, a \$25 fine will be assessed to the unit owner(s) and a letter of documentation will be issued through our Management Company. The fine will be required to be paid by the end of the following month to avoid incurring a \$40 late payment penalty and the incurrence of ongoing interest charges.

It should be noted that our Declaration and By-Laws also provide for the Association to be reimbursed by the offending owner for any expenses, including legal fees related to these matters.

What Are The Common Elements?

A frequent question of Owners is, “What are the common elements?”

More simply put, the question really is, “What do I own by myself and what do I own ‘in common’ with all of the other owners?” This is a particularly important question when it is time to determine whether a repair is the responsibility of the Owner or the Association.

Per Wisconsin condominium law each unit owner owns a share in all the condominium development except the inside of the units.

Unit Boundaries: The boundaries of your unit and for which you are responsible for maintaining are described in the Condominium Declaration.

In short, you are the sole owner of the interior of your unit and your sole ownership stops under the paint of your exterior walls, under painted surface of your basement floor and under the painted surface of the ceiling of the uppermost level of your unit.

Common Elements: The common elements which you own “in common” with all other unit owners are described in the Condominium Declaration.

As a condominium, the exterior of all buildings, the roofs, foundations, exterior doors and windows, grounds, are shared “in common” by all of the owners. Collectively, these items are called the “common elements.”

The repair and maintenance of the common elements is the responsibility of the Association unless a unit owner has been allowed to modify a common element, in which case the unit owner assumes all costs of maintaining the modified element.

Limited Common Elements: The limited common elements are described in the Condominium Declaration as those areas owned by the Association but which use is limited to the adjoining unit owner. How an Owner may or may not use a limited common area is governed by the Association’s by-laws and rules.

In general, the limited common elements are your deck or patio, and your driveway.

Limitations on Your Use of the Common Areas

Like all condominiums, the common areas of South Park Estates Condominium are under the control of the Board of Directors.

It is important for any condominium to maintain a uniform and coordinated appearance. As a result, no Owner may change the appearance of any common element without the prior consent of the Board of Directors.

The following are some of the items that are **prohibited** without prior written Board approval.

An Owner may not:

- Attach decorations to the outside of his unit or to any other common element.
- Cut down any tree or remove any shrubbery.
- Plant any new tree or shrubbery.
- Remove any item of landscaping including bark, mulch or other bedding material that has been installed by the Association.
- Install tree rings or other landscaping items.
- Erect any structure, statuary, flag pole or any other object in the common elements.
- Attach anything to the exterior of a unit.
- Paint or in any other way, change the appearance of the exterior of any unit.
- Add or change exterior door, storm/screen doors, or screen walls or make changes to patios or decks.

The following landscaping guidelines cover items allowed without prior Board approval in the front yard of units:

South Park Estates Grounds and Landscaping Guidelines

Many homeowners in the Association have received approval to maintain limited garden areas and for decorated mailbox covers, garden flags, metal or clay garden ornaments or sculptures, door wreaths, potted and hanging

plants, and various kinds of outdoor furniture. Decorative displays which are tasteful serve to make the development look cared for and friendly and is viewed as a strong positive when compared to the more sterile approach viewed at some other associations. However, it is recognized that if these decorating activities are not reasonable, the enjoyment by other unit owners would be impaired. The following guidelines are intended to ensure that a positive environment is maintained for all.

The Association will provide and maintain the mulch around the trees in the front yards and other common areas using a shredded brown cedar or similar organic mulch. The Association feels the organic approach is best since it provides a common and attractive look at reasonable cost, provides good drainage, and gives nutrition to the ground and trees. Organic mulch typically needs a top dressing every two years and this replacement is included in the Association's annual budget. The only exception to the standard mulch would be that unit owners may purchase and maintain at their own expense inorganic rubberized mulch which has a look consistent with the organic standard for the association and is approved for color by the Board. The rubberized product does not retain moisture as well, but stays in place a little better and does not have to be replaced as often. Stones are not allowed as they represent a potential mowing problem, do not retain moisture, depending on color can quickly become unattractive, and have a way of escaping the area intended.

A modest amount of personal decoration in the front of the units provides a homey and attractive atmosphere and is to be allowed within reason, provided the decorative work is acceptable to the neighbors. One general criterion would be that when you drive down the street the added items should not distract from the total neighborhood look. Examples of items allowed include:

1. Potted or hanging plants, (plants may not be hung from the buildings), during growing season which are removed by late fall.
2. Simple mail box covers.
3. Small metal or ceramic sculptures intended for unit owner enjoyment as opposed to a dominant piece readily visible to all and therefore changing the character of the landscape. (rabbit, geese, duck, less than 30" high OK; not life size deer, bear, moose) These are to be placed off grassy areas.
4. Modest seasonal/holiday decorations that are removed promptly after the season has passed. All Christmas decorations must be removed and stored by the end of January.
5. Modest garden flags, no more than 18 x 24 inches.
6. Display of American flag. Note: however, that if the flag is to be mounted to the house with a bracket, prior approval of the Board of

Directors is required to ensure consistency and to ensure the owner has considered and provided for all maintenance costs.

7. Sports/Team flags may be displayed on a game day only.
8. Temporary seasonal use of chairs or benches by the front entrance which are removed by late fall.

Items Not Allowed Include:

1. Any permanent change to the building structure or landscape.
2. Anything that interferes with routine landscape and/or building maintenance or which through its use will increase maintenance costs.
3. Items any other neighbor considers offensive or repugnant, if Board concurs.

Permanent shrubs and other landscaping plants in the front of the buildings shall be maintained by our landscape contractor in a consistent manner as to height and shape and appropriate allowance for differences in the age of the plants.

The intent of these guidelines is to allow a small amount of personal decorating discretion to reflect a homey community atmosphere while retaining an over all standard of attractiveness that will promote the value of the collective properties. Separate Board of Directors approval is not required for decorating within these guidelines.

PROTOCOL TO REQUEST TO ALTER COMMON ELEMENT PROPERTY

1. Unit owners must submit a written request to the Board of Directors before making any alteration to the exterior structure or landscaping of any property that is part of the South Park Estates Condominium property.

The owner should describe the request in detail. Owners are encouraged to attach any literature, pictures, drawings and proposals if appropriate.

2. Upon receipt of the request the Board will review that request. If additional information is required from the owner, the Board will make a written request to the owner to obtain that information. No further action or decision will be made until the request for information has been received by the Board.
3. All decisions made by the Board will be made based upon the By-laws of South Park Estates and any applicable city, state, or federal laws that

are known to apply. Past practice on similar issues will also be researched. Should it be necessary the Board could seek legal advice prior to reaching a decision.

4. When a decision has been reached the unit owner making the request will be notified in writing whether their request has been approved or denied.
5. If the request has been approved the unit owner(s) will be required to sign the following agreement:

“I agree to adhere to the alteration request that has been approved and understand that I will be responsible for all costs of this alteration. I also agree to be responsible for any necessary maintenance, replacement, and insurance expense for this alteration. Should I transfer ownership of this property I understand that I will be responsible to list disclosure of this alteration and responsibility to all future buyers.”

6. If the request has been denied the reason for that decision will be included on the written notification. If any modification can be made to bring the request into compliance the unit owner(s) will be encouraged to resubmit their modified request.
7. All associated documents for each request will be maintained for the Association records.

Condominium Fees

South Park Estates Condominium assesses fees against each unit to operate the Condominium. In general, the fees break down into three categories:

General Association Fees: These fees cover the operating expenses of the Association. Included in the operation expenses are repairs to the common areas, lawn and grounds maintenance, snow removal, and all other operating expenses. Also included in the General Association fee is the cost of providing each unit with Standard Level cable television service.

Special Assessments: From time-to-time, the Association may encounter large, unanticipated expenses. In such an event, the Board is permitted to levy a special assessment against each unit to cover the expense.

Reserve Fund Fees: The Association maintains a non-statutory Long-Term Common Element Reserve Fund to pay for repairs and replacement, other than routine maintenance, that may be required as the condominium ages. Think of it as a rainy day fund. Over time, the roofs may need to be replaced and siding replaced. Such repairs could amount to a large sum that, in the absence of a reserve fund, would need to be paid for through special assessments. Additionally, the value of your unit on resale may, in part, be determined by the adequacy of the reserve fund. Potential lenders and buyers may be reluctant to finance and purchase a condominium unit if there is concern that they may be faced with large special assessments in the foreseeable future.

The following are recognized as the common elements for which the Long Term Reserve fund is intended:

- Driveways and Front Service Walks
- Front Entrance Doors
- Garage Doors
- Gutters & Downspouts
- Outdoor Light Fixtures
- Roofs, Asphalt Shingles
- Vinyl Siding
- Windows & Patio Doors
- Vinyl Fences
- Mailboxes
- Concrete Patios or Composite Decks

When Are Fees Due? Fees are due on a quarterly basis on or before the first day of January, April, July and October of each year. Owners may mail their payment to the Management Company or make arrangements for automatic transfers.

Automatic Transfers From Your Checking Account. A convenient way to pay your fees is to arrange for the fees to be automatically deducted from your

checking account. This permits your fees to be paid on time when you are traveling or have other things to attend to. If you would like to take advantage of this convenience contact the Management Company. Automatic transfer is highly recommended as it ensures the unit owner will make payments on a timely basis and will avoid penalties and interest for late payment.

Late Payment Charge: Fees are due on or before the first day of each quarter. If payment is not received within 30 days of that date, the unit owner will be assessed a penalty of \$40 and interest shall accrue at the rate of 12% per annum from the first day of the quarter until the amount is paid in full.

The By-laws also provide for a lien to be placed against a unit should the fees not be paid.

Insurance

Insurance Maintained By The Association: The condominium association maintains casualty and liability insurance on the common elements and, to a limited extent, insurance on the interior of your unit.

Here is a general summary of what is insured under the Association's policy:

- The structure is insured against fire and other hazards. This includes the entire building, both outside and inside.
- The built-in appliances (but not freestanding appliances) inside your unit are covered for fire and other hazards (but not normal breakdown). In most cases this includes your dishwasher and build-in microwave.
- Fixtures inside your unit are covered for fire and other hazards. A "fixture" is an item that is attached to the real estate in such a manner that it becomes part of the real estate. Kitchen cabinets attached to the walls are an example of a fixture.
- Coverage is also included for finished basements. Owners must however notify the Board, by submitting a written request to make changes to a common element, prior to changing any portion of a basement. Insurance cannot be added until the Board has been notified.
- Each unit has limited coverage for sewer and water back up in the basement. All owners are encouraged to consult their personal insurance agent in order to determine whether this amount is sufficient or whether they should obtain additional coverage at their own expense. This is especially important for those owners with finished basements.
- Liability insurance is maintained for the common elements
- Owners must notify the Board, in writing by submitting a request to alter common elements, prior to any changes being made inside their unit such as finishing a portion of any basement, remodeling involving changing, removing or adding walls, or changing cupboards, etc. Such alterations must also comply with any City of Neenah requirements.

Insurance That You Need To Purchase: The insurance coverage maintained by the Association, in general, is intended to insure against those risks that are shared "in common" with all Owners. In addition to the Association's insurance, you should purchase your own insurance for items not covered in the Association's policy. Some of the items you should consider include:

- Liability insurance for your individual unit.

- Personal property insurance for the contents of your unit. For example, your furniture, TV and personal belongings are not covered in the Association's policy. Neither are unique items decorative items, rugs, etc.

Condominium Owners Insurance is readily available through your insurance agent and through the Association's insurance agent. The discussion of insurance in this section is intended to be general in nature to help you understand the "big picture." You should make insurance decisions only after consulting with a qualified insurance agent. If your agent requires more specific information about coverage provided by the Association, have him/her contact the Association's agent.

Protocol For Insurance Claims

ALL POTENTIAL INSURANCE CLAIMS MUST BE REPORTED AS SOON AS POSSIBLE. THIS REPORT SHOULD BE MADE TO THE MANAGEMENT COMPANY AS SOON AS YOU ARE AWARE THAT A POTENTIAL FOR LOSS EXISTS.

The Management Company and the Board of Directors will work together to notify the insurance agent of your claim and to submit that claim.

Unit Owners will be required to submit a written description of what has happened including the date and specific details and describe what damage has occurred. This should be done and forwarded to the Management Company as soon as possible.

Unit owners should submit all billings, reports, and paperwork associated with their damage to the Management Company. The unit owner should keep a photocopy of all paperwork that they submit.

In the case of an emergency situation the unit owner should call the Management Company to arrange for emergency assistance.

Unit owners should consult with the Management Company and always get an estimate prior to any repair or replacement work being done. That estimate should be forwarded to the Management Company before any repair or replacement is done.

Emergency action taken to mitigate the damage is excepted from this bid requirement. You should work with the Management Company to ensure emergency repairs are done quickly.

Real Estate Taxes

Each unit is assessed and taxed by the City of Neenah. Real estate taxes are not included in your Condominium dues or assessment.

Real estate taxes are determined by the assessed value that the City Assessor places on your unit. You will receive your tax bill from the City in December of each year.

Your assessment and the taxes you pay will include the value of your unit (as determined by the assessor) plus your proportionate share of the land and common elements of the Condominium complex. The Association pays no real estate taxes.

If you have questions about your assessment, please contact:

Neenah City Assessor
211 Walnut Street
Neenah, WI 54956
(920)886-6115

If you have questions about your tax bill, please contact:

Neenah Finance Department
211 Walnut Street
Neenah, WI 54956
(920) 886-6140

Snow Removal

It is the policy of the Association to remove snow from the driveways, and front entryways after an accumulation of one inch (1”) of snow or more. If the accumulation is less than one inch (1”), the Association will not remove the snow.

From time-to-time the Association will arrange for salting as conditions may warrant.

How to Request Repairs

The Association schedules repairs for the common elements of the condominium. The Association **does not** perform repairs to the interior of you unit including furnace, hot water heater and appliances.

To request routine repairs to the common elements, please contact the Management Company during business hours.

For after-hours emergency repairs, contact the Management Company.

Pets

The City of Neenah ordinances and the By-laws of the Association govern the keeping of pets.

The City of Neenah ordinances are available on their website and at the City Offices.

The Association By-laws are found in the Rules and Regulations 6.1.e) on page 22 of the handbook.

When You Sell or Refinance Your Unit.

Wisconsin law requires that when you sell your unit that you must supply the buyer with certain documents prior to the closing. These documents include:

- A copy of the condominium Declaration, By-laws, Rules and Regulations.
- A copy of the Association's Articles of Incorporation.
- A copy of the Association's Management Contract with their Management Company.
- A copy of the Association's current Budget.
- A copy of any contemplated plans for expansion of the condominium (there are no such plans at South Park Estates Condominium).
- A copy of the floor plan of the unit.

If you are refinancing, your lender may also require some or all of these documents.

Additionally, the financial institution or lender that is doing the financing or refinancing and the title company may/will require that our Management Company attest to certain items on behalf of the Association.

When you list your property for sale, ask your Realtor to contact our Management Company to obtain copies of the necessary documents. These may be sent electronically or they may be referred to a web site where they may copy many of the documents. They may also need to obtain other documents directly from the Management Company at a nominal cost to photocopy.

Right-of-First-Refusal. The by-laws give the Association the "right of first refusal" to purchase or rent your unit in the event that you have a bona fide offer from a third party.

Before you sell or rent your unit, and after you have received a written offer to do so, you must present that offer to the Board so that it may make a determination whether to exercise its right of first refusal as contained in the Declaration. At this time the Board has no intention of exercising this right, but it is a required process under our Declaration.

Contact the Management Company for complete details on how to comply with this provision.

Rules and Regulations

The rules and regulations for South Park Estates Condominiums are set forth in both the Condominium Declaration and in the By-Laws.

Rules Included in the By-Laws

ARTICLE VI – Duties and Obligations of Unit Owners

- 6.1 Rules and Regulations. The units and the common elements and facilities and limited common elements (hereinafter in this paragraph sometimes collectively referred to as “commons”) shall be occupied and used in accordance with the Declaration, the Articles of Association, these By-Laws, and the rules and regulations of the Association, including the following:
- a) Use as Residence. Each Unit shall be used only for residential purposes and shall be owner-occupied, subject to the provisions of paragraphs 11 and 12 of the Declaration. The occupant of any Unit owned by a corporation, partnership, trust or other entity must furnish the Board of Directors with a certificate certifying he intends to reside in the Unit for at least six months.
 - b) Obstructions. There shall be no obstruction of the common elements and facilities and nothing shall be stored therein without the prior written consent of the Association.
 - c) Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the common elements or limited elements which will increase the rate of insurance on the common elements, without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common element or limited common elements which will result in the cancellation of insurance on any unit or any part of the common elements or limited common elements, or which would be in violation of any law or ordinance. No disposing of hazardous waste will be permitted on the common elements or limited common elements.
 - d) Signs. No sign of any kind shall be displayed to the public view on or from any unit or the common element or limited common elements without the prior written consent of the Association, other than a standard size “for sale” sign. Political signs are allowed during an election period as stated in the By-Laws.

- e) Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Property, except that each unit may keep common household pets such as fish, canaries, parakeets, provided that they are not kept, bred or maintained for any commercial purposes, and no more than one (1) animal consisting of one (1) cat or one (1) dog weighing less than 20 pounds. The above provisions notwithstanding, a unit owner may keep an animal weighing more than 20 pounds if (1) the unit owner owns the animal at the time they purchase the unit; and (2) the Board of Directors determines, in its discretion, that the animal will not detract from the quiet enjoyment of the condominium by other unit owners. Owners may have additional animals as temporary guests for a period not to exceed two weeks (14 days) provided the total number of pets does not exceed two at any time. These pet guests must comply with all other association rules for animals or have advance approval from the Board. Residents who have two animals as of September 21, 2010, may retain the animals acquired under the old rules, but any replacement must comply with this revised rule. No outside kennels, dog coops or dog houses may be constructed or placed on the common elements, limited common elements or in any garages. Said pets must be on a leash when outside of the units. No pet shall be permitted which causes an unreasonable disturbance. Any pet excrement in common elements shall be removed and properly disposed of immediately by the owner of the unit in which the pet resides. The Association reserves the right to assess unit owners for damages caused by pets to common elements or limited common elements. The Association also reserves the right to insist upon the removal of any pet which causes an unreasonable disturbance.
- f) Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.
- g) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common elements and facilities, except upon the written consent of the Association.
- h) Parking. No vehicle shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from a building or driveway area. Any traffic flow markings and signs regulating traffic or parking on the premises shall be strictly observed. The Board of Directors reserves the right to prohibit overnight parking on any limited common element. City of Neenah parking regulations must be observed on City streets.
- i) Wiring. No wiring for electrical or telephone purposes, or for any other purpose, shall be installed in any unit or the common elements and facilities nor shall any television or radio antennae, satellite dishes or any type machines or air conditioning units be installed, either on the exterior of any unit including any part of any balconies, or that protrude through the walls or the roof of any unit, except as may be expressly

authorized by the Association. No electrical equipment will be allowed that interferes with the television reception of other unit owners.

- j) Trash Disposal. Disposal of garbage and trash shall be only by the use of garbage disposal units and by garbage cans or suitable plastic garbage bags. Said garbage cans and garbage bags as required by the City of Neenah. Said garbage cans and garbage bags shall at all times be stored in the garage except for placement outside of the unit on the day of or the evening before that disposal pickup is made. All empty containers shall be collected and moved inside the unit on the same day garbage is picked up.
- k) Terraces. The terraces, decks and patios shall be used only for the purposes intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items. Patios may be used for the purposes of outdoor cooking; however, it is understood that said cooking equipment shall be stored out of sight or shall be covered when not in use.
- l) Storage Liability. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in any common element or other storage area.
- m) Recreation Vehicles. No camper, travel trailer, motor home, boat trailer, personal watercraft, ATV, snowmobile, or ice shanty shall be allowed to be parked or stored on common elements or limited common elements without permission of the Association, which shall not be unreasonable withheld.
- n) Conflict. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and reference therein shall govern.

SCHEDULE A OF THE BY-LAWS

OF

SOUTH PARK ESTATES CONDOMINIUM OWNERS ASSOCIATION ("Association")

(with changes through September 21, 2010)

INITIAL RUTES AND REGULATIONS OF THE ASSOCIATION

I. VEHICLES AND PARKING

- A. Overhead garage door must be closed when not in use for ingress and egress.
- B. Guest parking is permitted in the host's driveway and on the streets if it does not affect access to any driveway or walkway and is not otherwise prohibited by the Association or by the City of Neenah.
- C. No commercial vehicle, motor home, recreational vehicle, boat or trailer is allowed on the condominium premises unless it is parked inside of a garage.
- D. Vehicles are not permitted on patios or grass areas. The term "vehicles" includes cycles, bikes ATV's, jet skis, boats and snowmobiles.

II. PET CONTROL

- A. All pets must be walked on a leash.
- B. The owner of each pet is responsible for immediately cleaning any dirt or soilage caused by the pet in any developed area. Cat litter must be placed in a plastic bag, securely tied.
- C. Landscape damage caused by a resident's pet(s) will be repaired at the expense of the unit owner involved.
- D. The leash used to tether pets must be kept to a reasonable length so as not to become a nuisance to other residents or their guests. (Pets may only be tethered in the rear of the units.)
- E. Dogs must not be left unattended in the garage or on the common areas.
- F. A unit owner is responsible for the pets of anyone living in or visiting his/her unit.

- G. No pet shall be allowed to create a noise nuisance on the condominium premises.

III. GARBAGE AND REFUSE

- A. Garbage must be kept in the garage, except when set out for pickup.
- B. Garbage & Recycling materials must be in compliance with City of Neenah Regulations.
- C. Garbage can be put out at designated area only after dusk the night before a pick-up day or on the day of pick-up and promptly put away after pick up.

IV. GENERAL USE AND OCCUPANCY

- A. No unit owner or occupant shall, except in specifically designated storage areas, place, store or maintain objects of any kind in the walkways, grounds, or other common areas.
- B. Every unit owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin, the City of Neenah, or adopted by the Association.
- C. Common walks, lawns, and other common areas and facilities shall be kept free from rubbish, debris, and other unsightly materials and shall not be obstructed, littered, defaced, or misused in any manner.
- D. No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the common areas and facilities of limited common areas except as approved in WRITING by the Board of Directors.
- E. A unit owner or occupant shall not cause or permit anything to be hung or displayed on the outside windows or placed on the outside walls of his/her unit, and no sign, awning, shutter, or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the Association, except signs used by the Declarant, or his agent, to advertise the sale of the unit.
- F. Unit owner or occupant shall not do any work which would jeopardize the soundness of safety of the property, or reduce the value thereof, or impair any easement.
- G. A unit owner or occupant shall be liable for the expense of any maintenance, repair, or replacement to the common areas and facilities rendered necessary by his negligence or by that of any member of his family or his or their guests, employee, agents or lessees.

- H. A unit owner or occupant shall not paint or otherwise decorate or adorn or change the appearance of the patio to which said unit owner has exclusive use and possession.
- I. No exterior structural or landscaping changes or alterations shall be made in any unit without prior written consent of the Board of Directors.

V. MAINTENANCE PERSONNEL

- A. All employees of the Association are hired by and remain under the direction of the Board of Directors. They are all assigned to specific duties and may do no other work unless they have a work order issued by the Board of Directors.
- B. Should outsiders be authorized to make repairs of any kind within a unit during the owner's or occupant's absence, it is necessary that the Board of Directors be advised, IN WRITING, indicating that entry to the unit is authorized.

MAINTENANCE RESPONSIBILITIES

The following list of maintenance items is intended to clarify whether the Association or the unit owner is responsible for the maintenance of specific items.

Maintenance Item	Association	Owner
Air Conditioners		X
Basement Floor Repairs	X	
Chimney	X	
Doorbell		X
Storm Doors & Screen Walls (non-standard items)		X
Interior Door Repairs, includes door between garage and unit		X
Doors, Exterior	X	
Door/Window Screens		X
Driveway Repairs	X	
Dryer Ducts and Vents		X
Egress Windows (non-standard item)		X
Fireplace		X
Foundation Wall Repairs	X	
Furnace		X
Garage Door Panels	X	
Garage Door Track & Weather Stripping		X
Garage Door Opener, Transmitter & Outside Key Pad		X
Garage Floor		X
Gutters and Downspouts	X	
Insects, exterior	X	
Insects, interior		X
Lawn Care (mowing, fertilizing, weed control)	X	
Landscape Maintenance (including trees and shrubs)	X	
Lighted Address Sign (includes bulb replacement)	X	
Exterior Front Light Fixtures @ entry & garage	X	
Locks On Doors		X
Mud jacking of Service Walks, Driveways & Patios	X	
Patio/Deck Repairs (Does not include upgrades by owners)	X	
Exterior Patio/Deck Light Fixture	X	
Motion Sensor Lights (owner installed)		X
Front Service Walk Repairs	X	
Rodent Control, exterior	X	
Rodent Control, interior		X
Roof Leaks	X	
Sewer Backup, outside unit	X	
Siding Repairs	X	

Snow Removal, Driveways & Front Entrance 1" or greater	X	
Maintenance Item	Association	Owner
Snow Removal less than 1"		X
Spider Spray, exterior	X	
Sump Pump		X
Water Faucet Inside Garage		X
Water Faucet Outside Unit	X	
Water Lines Inside Unit		X
Water Lines Outside Unit	X	
Window Cleaning		X
Window Glass and Frame Repairs	X	