

WALNUT RIDGE RULES AND REGULATIONS, ATTACHMENT TO BYLAWS

UPDATED AND EFFECTIVE March 1, 2024

ASSESSMENT COLLECTION:

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—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. 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 \$35.00 shall be assessed against a Unit owner for any payment not received by the Association by the fifth (5th) 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

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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.

If the fine/association dues are not paid by the 30th of that same month in which they are assessed, your clubhouse privileges will be revoked.

PARKING:

The board has adopted these guidelines for parking:

- Homeowners and/or their tenants may NOT park in visitor parking or in front of garages.
- Homeowners may reserve a visitor parking space for temporary (not to exceed 7 days) use with permission and a visitor permit received from the board. Extensions may be requested for approval by the board
- Homeowners and/or their tenants may NOT park in a numbered parking space unless it is the Homeowners or their guests assigned space given by the board or deeded at the time of purchase

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- Homeowners and/or their tenants may park in the visitor spaces in front of the clubhouse while using the clubhouse only.
- Only licensed automobiles, no non-motorized vehicles, campers or trailers.

Additional parking spaces may be purchased for \$30.00 per month

ANIMALS:

The board has set new ruling regarding animals:

- Each unit shall be limited to two animals, dogs weighing above 50lbs can only reside in lower units are not allowed in upper units; upper unit max total weight for animals is 50lbs, no exceptions! Per the City of Cudahy city code section 12:26 (4) all dogs over five months of age shall have a rabies inoculation and be licensed per the City of Cudahy City Code
- No owner or keeper shall knowingly keep or harbor any vicious, wild, exotic, non-domesticated, or dangerous animals. The word “vicious” shall mean any animal that may suddenly assault a person or another animal while he, she or it is peacefully on the public streets, association property, or while lawfully on the premises of the owner or keeper of such an animal or in reference to the city code 12:25 (2).
- No owner or keeper of any dog shall permit the dog to run at large on the association property. A dog shall be deemed to be at large unless carried or is attached to a leash not more than ten feet in length, and the leash must be of sufficient strength to restrain the dog. The leash shall be held by a person physically able to control the dog and prevent it from annoying or worrying pedestrians or other animals
- No person shall harbor or permit to remain on his/her premises any dog that habitually howls, yelps or barks excessively. Two residents, living in separate units, shall verify such action.
- No person in the immediate control of any dog shall permit fecal matter that is deposited to remain on the association property, it shall be immediately removed and shall be the sole responsibility of the person in control of said dog.
- No animal is to be left outside unattended.
- Any violations of the above animal rules are subject to the enforcement policy below. In addition, the association can request the animal or pets be permanently removed from the property upon multiple, continuing, and/or flagrant violations, or following an attack by an animal.

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HOLIDAY DECORATIONS:

All holidays EXCLUDING Christmas, decorations can be up 14 days prior to and must be taken down within 14 days after the holiday. For Christmas, decorations can go up Thanksgiving weekend and must be taken down no later than January 10th of any year.

TRASH REMOVAL:

All trash must be properly bagged and deposited inside your garbage containers. All recyclable material must be properly deposited in your recycling can. All trash and recycling containers must be kept in the unit garage at all times other than scheduled pick-up days

SATELLITE DISHES AND ANTENNAS:

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:

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

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

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

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 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.).

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.

MISCELLANEOUS:

- Keep your garage door closed when not in use.
- Do not attach anything to the outside of the building without prior consent from the board.
- Do not dig up or plant in the common or limited common areas without prior consent from the board.

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- No grilling on the second floor balconies. If you want to grill, please grill 10 feet away from the building. All grills should have covers and be properly extinguished after use and completely cooled before storing; this is a state and city ordinance.
- Please be considerate of others regarding noise, animals, guests, etc.
- All storm/screen doors or replacement windows need to be in compliance with the Association requirements. For details please reach out to your property manager.
- No bird feeders, do NOT feed the wildlife
- Whether your unit is occupied or not, the heat should be set no lower than 65 degrees during the winter months to avoid any freezing pipes. The water heater in the water heater closet should be left on also at 65 degrees, do NOT shut it off when you're gone!
- Be sure the baseboard heater is on in the foyer or water heater closet and set to at least medium in the winter to prevent the water pipes located in the ceiling from freezing.
- No signs, including but not limited to signs advertising sale or rental of units, shall be allowed in the common elements, limited common elements or units except as specifically authorized by the board of directors. Notwithstanding the foregoing, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is no more than 24 inches by 24 inches in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.
- Unit owners shall not place any furniture or other personal property in the common elements unless permitted by the board of directors.

SAFETY:

- Each unit has fire pull station which is connected to the building system. Each building is separate, they are not connected to the fire department. If you have a fire, pull your alarm, evacuate the building and call 911. The fire department will respond ONLY if they're called.
- Each homeowner and/or tenant is responsible for maintaining their smoke detectors. Smoke detectors are hard wired with a battery backup. Batteries need to be changed at least annually.
- Each unit must have a properly operating Carbon Monoxide detector and must be maintained by the homeowner and/or tenant.

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ENFORCEMENT 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:
 - i. The violation is in direct defiance of a previous mandate from the Board of Directors.
 - ii. The violation was malicious in its intent.
 - iii. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 - iv. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(e.g. 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.

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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.

5. **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**

- 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.

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- 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 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.

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- ii. There was evident partiality or corruption on the part of the Grievance Committee, or any of them.
- iii. The members 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.

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