



Condominium Association

New Berlin, Wisconsin

Board of Directors

Charles D. Boerner - Pres./Sec.

Raymond Kent - V.Pres./Treas.

Member at Large - Open

Rules and Regulations

Introduction - The community life style associated with condominium ownership is unique. In such a community, responsibilities of unit owners are less than those required of private home owners but greater than those required of apartment dwellers. It is in the balancing of individual and group responsibilities for the maintenance and preservation of the condominium complex that a harmonious atmosphere is essential. Respect for the rights of all fellow neighbors to enjoy their home and surrounding grounds must be shared by all in the Association community. It is particularly important that the rights of others are recognized and protected even as governing and management decisions are made in the best interest of the Association as a whole.

The following Rules and Regulations were formulated for the purpose of governing the day to day use of the condominium complex and the activities of owners, residents, and visitors alike. They were carefully researched and prepared** by the Board of Directors, accompanied by substantial input from Owners via recommendations of the Rules & Regulations Review Committee, the Building & Grounds Committee, and during readings of draft versions at three open meetings of the Board. Lenox Square rules and regulations are based on Wisconsin Condominium Law and the Declaration and By-laws of the Lenox Square Condominium Association. They were further guided by the desires of home owners as expressed in a 95% return of the April 27, 2002 Homeowners Survey.

All owners share in the responsibility to live within these rules and regulations and to require all others to abide by the rules & regulations as well. Transgressions and/or concerns regarding the rules and regulations should be brought to the attention of the Association's managing agent (currently Bartlein and Co.) or the Board of Directors for review and remedy. Inasmuch as no set of rules and regulations can address every conceivable situation, it is expected that these rules and regulations will, from time to time, be altered and/or updated as experience and circumstance may require.

Policy Statement

In order to maintain high standards of appearance and quality living in Lenox Square - all unit owners and their respective tenants, guests, successors and assigns shall abide by the following rules and regulations which have been adopted by the Association as authorized by the Declaration of Unit Ownership and By-laws of the Lenox Square Condominium Association, Inc.

Notice to new or potential owners: Please be advised that the current status of these Rules & Regulations can only be guaranteed when they are obtained from the managing agent or the Association Secretary.

** Rules and Regulations are modeled after similar documents from other Wisconsin Condominiums

Lenox Square Rules & Regulations

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Lenox Square Rules & Regulations

Adopted by Unanimous Board Approval - February 11, 2003

Reference Key

(D -,-) = Condominium Declaration Reference (B -,-) = Association Bylaws Reference
(S -,-) = Homeowner Survey (R) = Review Committee Recommendation

Section 1 - Definitions

A. Units (D 2.1) are separate freehold estates each consisting of all interior space having outer boundaries formed by the interior undecorated surface of perimeter walls, common walls, ceilings, floors and foundations of the building. Each unit shall also include the space within the garage, all windows and doors including over-head garage doors, window and door frames, glass, locks and all mechanical and utility installations which exclusively service the unit.

B. Common Areas (D 1.7 & 2.2) shall consist of all of the condominium except for the units. This includes both General and Limited Common Areas.

C. Limited Common Areas (D 1.7 & 2.2) are common areas limited to the use of an individual unit to which they are appurtenant. Limited common areas are mailboxes, decks, patios, balconies, planting strips and driveways immediately adjacent to garages and are reserved for the exclusive use of the Owner and Occupants of the unit to which appurtenant.

D. General Common Areas (D 1.7 & 2.2) are Common Areas that are available for the nonexclusive use and enjoyment of all unit owners. General Common Areas shall consist of all of the condominium except the units and the Limited Common Areas. This shall include supply lines, waste lines, pipes, wires, conduits or public utility lines running through a unit which serve more than one unit.

Section 2 - Parking/Driving

A. Driveway Parking (D 7.5) No more than one car shall be parked overnight in a driveway appurtenant to a Unit on a regular basis.

B. Roadway Parking (D 7.5) No outdoor parking of vehicles shall be permitted anywhere in the Condominium except in driveways.

No person shall occupy, park or otherwise use a vehicle so as to block access.

No person shall cause or permit the General Common Areas to be used as to deny any Owner or Occupant the full use of the General Common Areas.

C. Special Occasion Exceptions (B 5.3) (R) Temporary parking is permitted on roadways when guest vehicles exceed driveway capacity.

Parking is prohibited at any time in front of mailboxes, fire hydrants, driveways, or on the lawn.

It is the responsibility of the unit owner to inform guests of all parking rules.

Unit owners will be responsible for parking violations of their guests.

D. Maintenance of Vehicles (D 7.5) No vehicle maintenance or lubrication shall be permitted anywhere in the Condominium, except washing of cars in driveways or maintenance performed within a garage.

E. Exterior Storage (D 7.5) or long-term parking of trailers, campers, camping trucks, boats or other marine craft, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles, land vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on the Condominium.

F. Driving in Complex (B 5.3) Attentive safe driving at all times shall be the responsibility of all residents and their guests. Drivers are strongly cautioned to enter and exit the complex at prudent slow speeds, being mindful of the presence of pedestrians, children and pets.

Section 3 - Building Maintenance, Repair, Replacements

A. Owner Responsibilities (D 6.1) (B 5.3) each Owner at the Owner's sole cost shall:

Install a storm door of the style, color and type as directed by the Declarant so as to be uniform with other units in the Condominium

Perform routine maintenance, repair and replacement of all components or installations within the Owner's unit so that they are maintained in good condition and repair. Components and installations include, but are not limited to:

- Utility lines and installations, if any, servicing only the unit.
- Heating and air conditioning systems for the unit.
- Fixtures and appliances.
- Interior surfaces of the perimeter walls of the unit, and all other walls within the unit.
- Flooring (both interior & deck) and ceilings.
- Windows, window frames and doors.
- All glass and locks in windows and doors.

Paint and decorate all interior walls and surface areas within the unit.

Repair and replace any portion of the Common Areas damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants.

Be responsible for the reasonable security and safety of such unit and shall be liable for damages caused to any other unit(s) or the Common Areas to the extent not covered by insurance as a result of a breach of such security.

Keep the Limited Common Areas appurtenant to such Owner's unit in an orderly and clean condition.

Maintain all Limited Common Area planting beds adjacent to the Owner's unit.

The Board may require uniform window treatments and/or building-wide or Condominium-wide window replacements at Owner's expense.

B. Association Responsibility (D 6.2) shall include maintaining in good condition and repair, replace and operate all of the Common Areas, including the Limited Common Areas. The Association shall also be responsible for snow removal from driveways and walkways:

C. Obligations of the [Association] Members (B 5.3) (R) Every member shall promptly perform all maintenance and repair work as required under the Declaration.

A member shall reimburse the Association or a unit Owner on demand for any expenditures incurred in repairing or replacing any part of such other Owner's unit or the Common Areas damaged by the reimbursing member, any person in such member's family, or a tenant, employee or other user or occupant of the reimbursing member's unit.

D. Exterior Modifications / Additions (D 7.2) (B 5.3) (R) (S 7,8) The following rules and regulations pertaining to architectural integrity of buildings are intended to assure an attractive and well-maintained appearance of the entire condominium and preserve property values in the best interests of the Association as a whole.

No additions, improvements, alterations, painting, or changes of any nature whether voluntary or by citation letter, are permitted to any building exterior without obtaining the prior approval of the Board of Directors.

All work to be performed on building exteriors requires the submission of a Request for Approval form and subsequent approval by the Board.

No Owner shall paint, decorate or alter the exterior of a unit or the Common Areas, without the prior written approval of the Board.

No awnings, shutters, enclosures, windows or doors, or fixed grills shall be installed unless first approved by the Board.

No hot tub, sauna or similar device shall be installed on any deck or patio without previously obtaining Association approval.

All deck and patio modifications or additions including but not limited to screening, awnings, etc. must have prior written approval from the Board of Directors.

Failure to comply with the rules and regulations set forth in this section would be construed as an infringement upon the rights of others, potentially cause damage, increase the costs of maintenance and repairs to the common grounds, increase the cost of insurance coverage and generally be contrary to the best interests of the Association. Offending owners will be subject to fines and/or sanctions.

Section 4 - Landscaping

A. Owner Responsibilities (D 3.1 & 7.8) (B 5.3 & 8.2) (R) (S 7,8) Each Owner shall have an undivided share in the General Common Areas commensurate with its Interest. At the maximum number of 70 Units, such interest is 1.42857% of the Areas.

Each Owner shall have a non-exclusive right of ingress and egress over and across the General Common Areas as necessary and convenient for access to such owner's unit. Such rights shall be exercised in accordance with the Declaration and any rules and regulations adopted by the Board.

No member shall place or cause to be placed any objects of any kind in the Common Areas except in the Limited Common Areas appurtenant to one's unit.

No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of the Condominium without written Board approval.

Permanent or long-term placement of lawn furniture, grills, ornaments, toys, sports equipment, etc. on Common Area lawn space is not permitted as it could create safety hazards and impede lawn care and maintenance.

All Owners shall maintain their own limited common area planting beds immediately adjacent to their unit. This includes weeding, mulching, feeding, pruning and trimming of all trees, shrubs, bushes, flowering plants.

Should a unit owner be unable to perform this kind of work or prefer not to personally do the work, the Association will contract with the current condominium landscape service provider to do the work at the owner's cost. The owner may use another provider if desired.

The planting of ornamental flowers, small bushes or shrubs within the Limited Common Area planting beds does not require prior Board approval, but - as a courtesy - should be 'cleared' with immediate neighbors. In cases of conflict or complaint, such plantings will be referred to the Board for resolution.

Any plantings of trees, shrubs, or flower beds outside the Limited Common Area planting beds of any unit shall require submission of a detailed plan to the Board identifying dimensions, species, etc. for approval.

Any such plantings on General Common Areas will become the property of the Association. Continuing care and maintenance shall be the responsibility of the requesting owner, the owner's successors, assigns, and all subsequent owners of the unit.

Unit owners shall be responsible for the repair or replacement of damage to lawns, shrubs, lampposts, mailboxes, asphalt paving and other portions of the Association Common Areas caused by themselves, their tenants, guests, successors or assigns. This includes damage caused by vehicles and pets. The responsible unit owner will be assessed by the Association for the repair of said damage if correction is not complete or timely.

B. Association Responsibilities (D 6.2) (B 5.3) shall include maintaining in good condition and repair, replace and operate all of the Common Areas, including the Limited Common Areas. The Association shall also be responsible for snow removal from driveways and walkways.

It is not Board policy to remove healthy or non-diseased trees, bushes or shrubs to accommodate a unit owner's personal design or preference. There are circumstances, however, which may dictate the removal of otherwise healthy stock. (ie: growing over roof lines, roots threatening foundations, etc.) should it pose a hazard to surrounding buildings or landscape maintenance efforts. These instances will be evaluated individually by the Board.

Replacement of dead or diseased stock and selection of the replacement species will be at the discretion of the Board for plantings on the General Common Grounds.

Association replacement of dead or diseased stock for Limited Common Area planting beds will be limited to replacement of stock specified on original developers landscape plans only. Replacement of plants installed by owners can be made at the option and expense of the unit owner at any time.

The Association will maintain all General Common Ground lawn and planting beds within the context of the landscape maintenance contract negotiated by the Board.

C. Modifications / Additions (B 5.3) All proposed landscaping changes to the Common Grounds or Limited Common Grounds other than those outlined in Sec. 4.A. shall require submission of a plan and approval by the Board.

Unauthorized plantings or additions will be removed and site restoration costs and related expenses will be assessed to the appropriate unit owner.

Section 5 - Miscellaneous

A. Pets (D 7.4) (B 5.3) (R) No reptiles or uncaged birds shall be permitted within the Condominium.

Unit owners may keep no more than two (2) pets per Unit; provided, however, that:

All cats must be declawed.

The pet is under twenty inches (20") in height.

The pet is not permitted on any of the Common Areas while unattended or unleashed.

The individual attending the pet shall immediately dispose of any and all of the pet's solid waste.

The owner of the pet shall comply with such further rules of pet ownership as may be promulgated by the Association.

Any and all costs of repairing damage caused by a pet shall be borne by its owner.

No doghouses, sheds, or cages are allowed outdoors.

A pet must immediately and permanently be removed from the Condominium if, in the sole judgement of the Board, the pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or any owner or occupant therein or otherwise violates any additional rules as may in the future be adopted by the Board.

A harmful, vicious or biting animal or pet will be reported to the City of New Berlin. The Board of Directors reserves the right to require the removal of such an animal from the Association property.

B. Clean up & Trash Disposal (D 7.6) (B 5.3) (R) Unit Owners shall keep their units and Limited Common Areas clean and litter free.

All grills must be covered.

Patios and balconies [decks] shall not be used for storage of any kind, nor shall patios or balconies [decks] be used for the drying or airing of laundry, carpets, rugs or clothing.

No garbage container shall be permitted to remain at the curb for more than twelve (12) hours after pickup.

Garbage, trash and newspapers should be placed in secure containers.

Garbage and trash should be placed at the end of the driveway no earlier than dusk of the day prior to scheduled pickup.

Empty containers are to be returned to your garage the same day that pickup occurs.

C. Obstructions (D 7.5) (B 5.3) (R) No person shall cause or permit the General Common Areas to be used as to deny any owner or occupant the full use of the General Common Areas.

No playground equipment, bicycle racks or other obstructions shall be placed on the Common Areas except as the Board permits by rule or regulation.

Permanent playground or recreational equipment is prohibited.

D. Garage Doors (D 7.5) (R) Overhead garage doors shall be maintained in a closed state except as necessary to permit exit and entry. For security reasons, do not leave your home with the garage door open as it is not only unsightly, but is also an invitation to theft and rodents.

E. Signage (D 7.2) (B 5.3) (R) No Owner may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Unit which are visible from the Common Areas without the prior written consent of the Board. Except that an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale or lease.

Any posting of signs will be limited to "For Sale" and "Rummage" types only.

If approved, all signs must be non-obtrusive in design and size.

One sign only may be posted per unit.

Placement may be in a garage window, in front of the unit, and/or Association entry.

Rummage signs must be removed by the owner within 24 hours after the sale.

F. Antennas / Satellite Dishes (D 7.7) (B 5.3) (R) No satellite dish, with a diameter of greater than eighteen inches (18"), shall be permitted on the Condominium.

Satellite dishes, antennae, aerials or cable for television or radio reception shall not be erected or installed on any or in any roof or any other portion of the Condominium, except as erected or installed by the Association, or an individual Owner with prior written Board approval.

G. Flags and Decorations (B 5.3) (R) The flying of windsocks or flags is limited to your deck, patio, or affixed to your individual unit.

All other requests will require written Board approval.

The Board of Directors reserves the right to demand removal of any flag, banner, or windsock deemed to be offensive in the opinion of the Board.

H. Nuisances, Excessive Noise (D 7.9,10) (B 5.3) (R) Each Owner shall have the right to use its unit in accordance with this Declaration and applicable law, free from unreasonable interference from each other Owner, all Occupants and other invitees.

No use or practice shall be allowed on the Condominium which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Condominium documents.

Unit owners and their respective tenants, guests, successors and assigns shall not cause or permit any nuisance or unlawful activity to occur or persist within the Condominium that is in contradiction to any ordinance, statute, or law of any government body.

The use of TVs, stereos, loudspeakers, public address systems, sound amplifiers, radios, scanners, etc. is not to be audible outside of a unit or audible to the adjacent unit in the same building.

Excessive and offensive noise, including that caused by verbal shouting, yelling, use of profanities, or any recurring or persistent noise that disturbs the individual or collective peace of surrounding neighbors will not be tolerated. Such disturbances may be reported to the New Berlin Police Department.

No sound device may be played outdoors at such a high volume, or in such a manner as to cause disturbance to others. This includes vehicle sound systems.

Fireworks and related products (i.e. firecrackers, sparklers, bottle rockets, snakes, etc.) are prohibited from use on Association property at all times.

Section 6 - Restrictions on Use and Occupancy

A. Residential Use (D 7.1) (B 5.3) Each Unit shall be occupied and used only for residential purposes. No trade or business other than activity related to rental residential use shall be carried out anywhere on the Condominium.

No trade or business activity which generates non-resident traffic or use of Association grounds is allowed.

B. Leases of Units (D 7.3) Leases shall be in writing and for terms of not less than six (6) months nor more than one (1) year. Each Occupant shall comply with all provisions of all condominium Documents.

An Owner shall be responsible for any breach of any provisions of the Condominium Documents caused by an Occupant of such Owner's Unit.

Individual rooms within a Unit shall not be rented and no transient tenants shall be accommodated.

Each lease will incorporate by reference all provisions of the governing documents (Declaration, Bylaws, Current Rules & Regulations) and provide in the lease that any non-compliance with the governing documents shall be considered a breach of lease terms.

It is the Owner's responsibility to convey all necessary documentation and ensure that their lessee(s) know and understand the Association rules. Any and all breaches or violations by lessee will be the responsibility of the unit owner. Any fines or penalties will be assessed to the unit owner.

The monthly Association fee and/or special assessments will remain the responsibility of the unit owner, not the tenant.

Unit owner must provide the Association (via the managing agent) with the following upon lease of unit:

- Copy of lease or lease renewal
- Current tenant/occupant registration information as required by managing agent.

Failure to comply will result in substantial fines being levied every 30 days until compliance is met.

No sub-leases will be allowed.

Section 7 - Easements

Right of Entry / Emergencies (D 16.1) (B 8.3) A right of entry to the Units is reserved to the Association and its agents to service utility installations provided request for entry is made in advance and at a convenient time for the Owner.

Each Member grants a right of entry to the professional property manager, management company, or managing agent (if any) employed by the Board or to any other person authorized by the Board to enter the Member's Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Member.

In case of emergency, entry of a Unit may be made immediately [and without advance notice], whether the Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents.

Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Owner if, in the reasonable judgement of those authorizing the entry, such entry was for emergency purposes.

Section 8 - Board Approvals

A. Approvals (D 4.4) The Association, acting through the Board, may approve or disapprove any proposal submitted to it pursuant to the Declaration. In its consideration, the Board shall consider:

The visibility of the proposed modification or installation and its appearance to other units.

Whether the proposed modification constitutes an inconsistency with the desired uniform appearance of building exteriors.

And any other criteria the Board deems desirable or appropriate.

The Board will also consider the opinion of any other Unit Owner as to the proposed modification, if any such opinions are offered.

B. Deliberation Guidelines (D 1.18) (B 5.3) (S 1-12) Additional guidelines that may be used by the Board in reviewing proposals include, but are not limited to:

Member expectations and/or preferences regarding Lenox Square characteristics as returned by 95% of all Owners on the April 27,2002 Homeowner Survey.

Architectural and Landscape integrity of all Units and Areas of the Condominium.

Impact on insurance, maintenance, repair costs to the Association.

Capabilities, liability and reliability of proposed service/construction/installation providers.

Section 9 - Transfer of Ownership

A. Governing Documents (B 5.3) The sale of a unit should be reported to the managing agent of the Association as soon as possible to facilitate the preparation of necessary paperwork and to activate insurance coverage for the new owner.

The current and official status of all governing documents can only be guaranteed when obtained from either:

The managing agent for the Association
The Secretary of the Association

Transferring documents from owner to potential-owner does not guarantee that they are current or that they include all pertinent materials, nor will it release any owner or subsequent owner from compliance requirements.

B. Financial Information For Closing (B 5.3) Any unpaid fees, penalty fines, interest, and unfilled or pending repair citations will be reported to the buying party as part of financial disclosure obligations of the Association.

C. Notice to Association (B 10.1) Any Member who mortgages a Unit shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgagee(s).

D. Notice of Unpaid Assessments (B 10.2) Within ten (10) days of request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Unit.

E. Notice to Mortgagee (B 10.3) Any first mortgagee of a Unit making request to the Secretary, shall be entitled to written notice from the Association of any default by the Member upon whose Unit the mortgage is held.

F. Unit Registration Information (B 5.3) Each new and existing owner is responsible for registering and maintaining current registration information on file with the managing agent of the Association.

Section 10 - Assessments

A. Budget (D 5.1) (B 7.1) The Association shall annually adopt a budget of common expenses and levy assessments. The budget will contain estimates of the cost of operating the Condominium. The budget shall also provide for the funding of an adequate replacement reserve out of regular assessments.

B. Assessments (D 5.1) (B 7.2) The estimates of common expenses for the Condominium shall be assessed against each Unit based on the Unit's Interest on an annual basis and paid in monthly installments.

If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs.

A special assessment or fine on a particular owner for the purpose of collecting any amounts due the Association, or enforcing compliance of such Owner with any provision of the Condominium Documents may also be levied.

C. Defaulting Owners (D 5.2,3) (B 7.2) Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to late charges and/or interest as set forth in the Bylaws or established by the Board by rule.

In such case, the assessment or installation shall be delinquent and the Member shall be charged interest at a rate equal to the sum of then "prime" or "reference" rate established by Firststar Bank Milwaukee plus four percentage points on the unpaid assessment or installment of such assessment.

No Member who is more than ten (10) days delinquent shall be entitled to vote at any meeting of the Members.

Defaulting Owners shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's actual attorney fees. Owners shall be both personally liable for assessments and a lien shall be imposed against such Owner's Unit for same.

Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection incurred by the Association.

Section 11 - Amendment of Declaration

A. General Process (D 11.1) Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners representing at least sixty-seven percent (67%) or more of the total allocated votes of the Association.

An Owner's written consent is not effective unless approved by its Mortgagee, if any.

B. Material Amendments (D 11.2) Amendments of a material nature, in addition to requiring the consent of at least 67% of the total allocated votes in the Association, shall also require approval by 67% of Mortgagees. The following matters are defined as "material":

- Voting rights
- Assessment increases which exceed 25% of previous amount
- Reduction in reserves
- Responsibility for maintenance and repairs
- Reallocation of Interests
- Insurance or fidelity bond requirements
- Further restrictions on leasing of Units
- Etc.

Section 12 - Amendment of Bylaws

Bylaws of the Association (B 9.0) may be amended by the Members in a duly constituted meeting convened for such purpose. No amendment shall take effect unless approved by the Owners of at least sixty-seven percent (67%) of the total Units.

Section 13 - Application of Condominium Documents

Application (B 2.1) The mere acquisition, rental or occupancy of a dwelling unit within the Condominium will signify the acceptance and ratification of all Condominium Documents consisting of:

The Condominium Declaration
The Articles of Incorporation and Bylaws of the Association
Rules and Regulations adopted by the Board

Section 14 - Enforcement Procedures

A. Inspections (D 6.3) (B 5.3) (R) The Building & Grounds Committee will conduct an annual Spring and Fall inspection of all building exteriors and condominium grounds, identifying items and/or areas that require maintenance, repair or replacement. All such information will be shared with the Board for its attention.

Those items requiring Association attention will be scheduled for correction by the Board and assigned to the managing agent for completion.

In those instances involving owner responsibility, unit owners will be notified by the managing agent of their required attention and will be given a reasonable amount of time to comply.

If any Owner fails to properly maintain its Unit or any part or portion thereof (including adjacent Limited Areas) which failure continues for a period of fifteen (15) days following written notice from the Association stating with specificity the maintenance which is required, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, or restoration as the Association deems necessary or appropriate.

Expenses incurred by the Association shall be assessed against the Unit's Owner and shall be subject to all rights and remedies reserved under the Declaration with respect to collection, expense, penalties or interest, filing of a lien etc.

Extenuating circumstances for non-compliance should be referred in writing to the managing agent who will share such information with the Board.

B. Reporting Concerns or Violations (B 5.3) Any Unit Owner or resident may initiate an expression of concern or a complaint regarding an infraction of the Rules and Regulations of Lenox Square.

In addition, concerns or complaints may be initiated by the Board or Committees through direct report, observation, or periodic inspections.

Violations may be reported in the following ways:

- To the managing agent for the Association.
- To a member of the Board if the managing agent is not available.
- To the New Berlin Police Dept. if the violation is an infraction of a City ordinance.

Any concern or violation reported to the Association shall ultimately be in writing and contain the following information:

- Exact nature of the concern or violation and description of relevant facts regarding the report.
- Date(s), time(s), and place(s) of occurrence.
- Name and address of offender(s), if known.
- Contact information for the reporting unit owner or resident.

In the interests of timeliness and effectiveness, violation reports may be initiated verbally to enable the investigation, notification and resolution process to begin immediately. However, any verbal report must be followed up in writing within 3 days in order to be recorded as a violation for purposes of applying follow-up actions that may become necessary.

C. Resolution (B 5.3) Upon receipt of a complaint, the managing agent shall attempt to resolve the issue by:

- Obtaining voluntary correction of the violation by either verbal or written notice to the offending party citing rule breach in question and requesting immediate compliance.
- Second (recurrent) Offense - notification of repeat offender requesting immediate compliance and including a written warning that any further recurrences will result in possible penalties as well as fines.
- Upon receipt of written complaint alleging the same violation by a unit owner previously warned in writing within the past six months, a formal written notice which includes a penalty sanction or fine as determined by the Board will be issued.

Penalty sanctions or fines may be recurring and cumulative until such time as compliance is met.

If the managing agent is unable to resolve a duly completed formal complaint within seven (7) days from receipt, or if parties to the complaint wish to contest the sanction or penalty prescribed, the matter shall be submitted to the Board to determine further courses of action.

The managing agent shall maintain records of and keep the Board of Directors informed of all complaints received and actions taken.

Section 15 - Dispute Resolution

A. Procedure Available (B 5.3) "Dispute Resolution" refers to the process of establishing and enforcing the respective rights and responsibilities of Members, residents and the Association whenever any Member or resident disputes or contests the violation, sanctions or penalties associated with a complaint.

The Dispute Resolution process shall not limit any other rights or remedies which any party may have. All parties are advised of their right to legal counsel.

B. Referral (B 5.3) If the managing agent, acting as conciliators, is unable to resolve a duly reported violation, or the violation is contested by either party, the matter shall be referred to a joint meeting of the Building & Grounds and Rules & Regs. Review Committees for determination of further action or recommendation to the Board.

C. Right to Hearing (B 5.3) Any unit owner who has received notice of violation and/or fines and penalties may, within 7 days of such notice, request a hearing on the alleged violation. A hearing request should be made by written notice to the President of the Association.

Until such time that a hearing is convened and/or resolution determined, all pending actions, legal or otherwise, shall be held in abeyance.

If a hearing is requested within the time provided above, the President shall acknowledge the request and cause a hearing to be scheduled within 2 weeks after the request is received.

The President shall cause a Notice of Hearing to be delivered to all parties making the complainant and all parties complained against aware of the hearing date, time and location.

D. Grievance Tribunal (B 5.3) A panel from which the Grievance Tribunal may, from time to time, be convened shall consist of a member of the Board of Directors (appointed by the President) and the acting Chairpersons of any currently established committees such as, but not limited to:

The Building & Grounds Committee
The Management & Operational Review Committee
The Finance & Budget Committee
The Hospitality Committee

Tribunal Membership (those hearing the grievance) must not be personally involved in the specific dispute at hand.

Whenever the Grievance Tribunal is convened, the appointed member of the Board of Directors shall be present and shall act as chairperson.

Decisions of the Tribunal shall not be contrary to the directives contained in the Condominium Documents, and shall be final.

Section 16 - Schedule of Sanctions and Penalties

Sanctions and penalties imposed (B 5.3) may include the following:

- A.** Verbal request for compliance
- B.** Formal letter of request for compliance
- C.** Formal letter of reprimand and warning
- D.** Loss of voting rights

E. Assessment:

For damages to the common grounds, limited common grounds and facilities caused by owners, their tenants, their guests, or their pets, liquidated and/or actual.

For all fees and other expenses incurred by the Association including late fees and interest.

As prescribed by the Board of Directors or their legal agents.

F. Police action, tickets, towing, etc.

G. Action by legal counsel, including court actions, liens, and foreclosure.

H. All other judicial sanctions available.

I. Any other action deemed appropriate by the Board and its legal counsel.

End

Note: Guidelines presented in this document represent only a summary of all prescriptions and restrictions contained within a number of formal condominium documents. In this sense, our management guidelines derive their authority by reference to these formal documents. For a full understanding of the derivation and interpreted intent of our rules and regulations, refer to the following sources:

Wisconsin Condominium Law
Declaration of the Lenox Square Condominium
Articles of Incorporation and Bylaws of the Lenox Square Association
Recommendations of the Rules & Regulations Review Committee
Homeowner's survey of 4/27/02

C. Boerner
R. Kent