

**THE WOODLANDS**  
**RULES AND REGULATIONS**

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RULES AND REGULATIONS  
OF  
THE WOODLANDS CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

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- II. FINES AND ENFORCEMENT
- III. BEHAVIOR AND USE RULES
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In order to establish and maintain the common areas of The Woodlands Condominium Homeowners Association, Inc., in a uniform manner, and to promote the welfare and economic investment of the members of the association, the following rules and regulations are promulgated and adopted pursuant to the authority invested in the directors of The Woodlands Condominium Homeowners Association, Inc.

ADOPTED this 5<sup>th</sup> day of December, 2023.

**PLEASE TRANSFER COPY WITH CONDOMINIUM UNIT OWNERSHIP**

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## **I. INTRODUCTION**

The community lifestyle associated with condominiums is unique, and in such a community, it is imperative that a harmonious atmosphere is achieved and preserved. It is most important that the rights of others are recognized and protected while, at all times, acting in the best interest of the Association as a whole.

The following Rules and Regulations were formulated pursuant to the authority of Article 7 of The Woodlands' Bylaws for the purpose of governing the day-to-day use of the common area and the activities of Owners, residents and visitors alike. They were prepared using the best judgment of the Board of Directors and are based on Wisconsin condominium law and The Woodlands Condominiums Declaration and Bylaws.

Owners, tenants, residents, dependents, guests and any other individuals in, upon, or using the grounds (units and common elements) of The Woodlands are subject to the Declaration, Bylaws, and Rules and Regulations of The Woodlands Condominium Homeowners Association, Inc. Parents are responsible for the conduct of their children and their children's friends/guests.

Ignorance of the Rules and Regulations, after they have been duly published, will not be a defense or basis for non-compliance.

These Rules and Regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration and Bylaws. In the event of a conflict, the Declaration and Bylaws shall govern.

The Woodlands' grounds are private property. The Woodlands' grounds comprise all common areas. The common areas comprise the area within the perimeter of the complex upon which the buildings are situated, but does not include the interior of the units. Strangers to the Association and/or uninvited guests do not have a right to pass through or linger upon the grounds of The Woodlands. When they do they are subject to all the Rules and Regulations of the Association.

## **II. FINES AND ENFORCEMENT**

### **A. Behavior and Use Violations.**

1. **Fines.** Behavior and use violations require no warning. The fine for a behavior and use violation is \$100.00 for the first violation, unless a different fine amount is specified in conjunction with the rule. A second violation of any behavioral rule violation shall carry a \$200.00 fine. A third violation shall carry a \$150.00 fine, and so on for each additional violation.

2. **Enforcement.** In addition to fines, compliance may be obtained by commencement of a legal action for an injunction to enforce compliance. In the case of tenant occupied units, violation of these Rules and Regulations constitute authority for the commencement of eviction action by the Owner. An eviction action may also be commenced directly by The Woodlands should the Owner fail to act pursuant to Bylaw Article XV, Section 4.

In the case of violation of Parking Rules, the offending vehicle shall be ticketed and/or towed at the vehicle Owner's expense.

**B. Maintenance and Architectural Control.**

1. Fines. Maintenance and architectural control violations require an initial warning and right to correct.

a. Upon determination of a rule violation the on-site manager shall send a notice to the Owner specifying the violation and the applicable deadline to correct the violation.

b. The on-site management shall re-inspect or otherwise verify compliance by the Owner of the rule(s) cited in the notification after the date by which correction or compliance must be accomplished.

c. If the alleged violation(s) are corrected satisfactorily, no further action will be taken.

d. Violation(s) which are not corrected upon re-inspection (or otherwise verified to be uncorrected) will be assessed a minimum \$100.00 fine per violation, plus damages incurred by The Woodlands as a result of such violation. Such \$100.00 fine shall be assessed each and every month thereafter until inspection verifies that the violation has been corrected.

e. If a repeat violation occurs it will automatically result in a \$200.00 fine, a third violation will result in a \$300.00 fine and so on. Repeat violations are defined as violations of the same rule in which the specific and relevant facts describing the violation are the same or essentially the same. New violations will be cited as part of the routine inspection process and the fine calculated accordingly.

2. Enforcement. In addition to fines, compliance may be obtained by commencement of a legal action for an injunction and/or declaration of nuisance. The Woodlands may also elect to correct (remove, repair or replace) the violation at its sole discretion at any time after the expiration of the first notice and shall, in such case, add the costs incurred to the account of the Owner of the subject unit.

**III. BEHAVIOR AND USE RULES**

A. **Noxious Activity.** Owners, tenants, residents, guests, dependents and other individuals are prohibited from behaving in an irresponsible manner. Owners, tenants and/or residents are responsible for their own conduct, as well as the conduct of their children, dependents and guests and for any damages or noxious, harmful or offensive activities they may cause, and for their adherence to all Rules and Regulations of The Woodlands. No Owner, tenant and/or resident shall make or permit any disturbing noise in the unit or common areas by himself or herself, their family, guests or other permitted persons, nor do or permit anything to be done by

such persons that will interfere with the rights, safety, comfort or convenience or other Owners and residents. Examples of noxious activity include:

1. Fighting;
2. Arguing outside a unit or arguing so loud inside a unit as to be heard by persons outside a unit or in another unit;
3. Other loud noise, music, television, radio or audio from an electronic device;
4. Violence, force or coercion;
5. Threats of violence, force or coercion; and
6. Vandalism or damage to property.

**B. Loitering.** Loitering is not permitted on the common grounds of The Woodlands. Loitering means standing, lingering or remaining idle, whether such act is done alone or among a group, and regardless of whether there is a criminal purpose of mind. All persons in common areas asked to disburse on suspicion of loitering shall do so. The failure of a person suspected of loitering to identify him/herself or the act of fleeing upon the approach of the police or security is evidence of loitering with criminal purpose of mind. The fine for loitering with criminal purpose of mind shall be automatically doubled. Examples of loitering include:

1. Impeding or blocking pedestrian traffic on sidewalks and stoops.
2. Gathering and/or standing in front or on the stoop of another Owner.
3. Gathering and/or standing in any parking lot or street within the boundaries of the Association.

**C. Gambling.** No gambling or the playing of games of chance (cards, dice, etc.) shall be allowed, regardless of whether there is an actual exchange of money.

**D. Recreational Areas and Curfew.** All recreational areas shall be closed from 10:00 p.m. to 7:00 a.m. Use of recreation areas during this time period is not allowed. Anyone under the age of eighteen (18) shall be in the company of a parent or responsible adult from 10:00 p.m. to 7:00 a.m. when on the common grounds.

**E. Identification.** Upon request any person approached in or upon common grounds by security for suspected rule violation shall state their name and the unit address of which they are a resident or guest. Picture identification shall be supplied on request.

**F. Use of Controlled Substances.** No illegal drugs or narcotics shall be used, consumed, exchanged or delivered in a unit, on a stoop of a unit, or upon the grounds of The Woodlands.

G. **Fireworks.** Fireworks shall not be set off or ignited on or from the grounds of The Woodlands. The potential for property damage or personal injury as the result of igniting fireworks is severe. The fine for violation of this rule shall be \$600.00.

H. **Pets.** Only resident Owners are allowed to have pets. Tenant occupied units are not allowed pets.

1. All dogs and cats housed more than twenty-four (24) hours must be registered with The Woodlands' office.

2. No Dobermans, pit bulls (Staffordshire Terriers), Chows, Akitas, Presa Canario, Shar-pei, Wolf hybrids or Rottweilers or mixed breed of Doberman, pit bull or Rottweiler bloodline are permitted.

3. No more than two (2) pets (cats or dogs) per unit, in any combination, are allowed.

4. All pets must have current City of Milwaukee license and tags.

5. No pet is allowed to run loose in unfenced common areas.

6. All pets in unfenced areas shall be on leashes no longer than six (6) feet with a person capable of handling said pet.

7. The person walking a pet shall immediately remove pet waste and not allow waste to lie. All pet waste must be properly disposed of immediately whether in fenced areas and unfenced areas.

8. Pets shall not be left unattended while leashed outdoors except within approved fences.

9. Any pet causing or creating a nuisance, hazard, damage or unreasonable disturbance or noise is prohibited.

10. No pet houses, sheds or exterior structure of such types are allowed.

11. No bird feeders or ground feeding of birds.

12. No feeding squirrels or chipmunks.

13. The fine for violation of any one of the above rules shall be \$200.00 per month per violation.

I. **Leased or Rented Units.** No Owner may lease or rent a unit without strictly complying with The Woodlands' Declaration, Bylaws, and Rules and Regulations. A unit shall be considered leased or rented when that unit is not occupied as the permanent residence and place of abode of at least one Owner.

Additional rules for leased/rented units:

1. Month-to-Month Leases Only. The lease or rental of a unit at The Woodlands shall be only month-to-month and shall be in writing. Upon approval of tenant screening, Owner shall provide a copy of the lease or rental agreement to The Woodlands within five (5) business days of tenant(s) executing such document.

2. Screening. Screening of tenants pursuant to Bylaw Article XV, Section 1 is mandatory. The failure to obtain approval of any prospective tenants through The Woodlands Screening Process prior to move in shall result in the assessment of a fine of \$500.00 per month against the Owner. The fine shall be assessed from the date of move in and will continue at the rate of \$500.00 for each and every subsequent calendar month (or part thereof) until the tenant vacates or is properly screened and approved by The Woodlands. A screening packet, together with an application for tenancy, shall be available at The Woodlands' office. Such packet shall set forth the terms and conditions for the processing and approval of tenants as established by The Woodlands' Board of Directors.

3. Occupancy.

a. If a unit is rented then only the approved adult tenant(s) and their children or grandchildren shall occupy the unit. Tenant(s) shall complete a registration form with The Woodlands' office within three (3) days of move in. Tenant(s) shall not permit any guests or invite any person(s) to reside in the premises for any period of time without first being separately screened as any other adult tenant would be. Tenant(s) shall use the dwelling unit solely as a principal place of residence and shall not assign the lease or transfer of the unit.

b. If a fine is issued for violation of this rule and the Owner does not take prompt action to remove or screen an unauthorized adult occupant, then Rule 1 above shall apply. "Prompt action" means that the Owner must, within one (1) week of the date The Woodlands' management advises the Owner of the unauthorized occupant, submit materials for proper screening and/or give a 5-day notice to the tenant that such unauthorized occupant(s) must move. If the unauthorized occupant is not approved as a tenant and/or does not move pursuant to a 5-day notice, the Owner must commence an eviction action and have an evidentiary hearing set on such eviction no later than the last day of the month next following when notice was given by The Woodlands' management to the Owner of the unauthorized occupant.

4. Rules and Regulations. The Woodlands requires all residents to maintain a copy of The Woodlands Rules and Regulations. Owner(s) will be held responsible for all fines assessed against their unit(s), even if these were incurred by the tenant(s), tenant's dependents, family and/or guests, according to the procedures set forth in Sec. 703.24, Wis. Stats.

5. Leases. All leases shall be in writing and be on a month-to-month basis only. The tenant(s) shall acknowledge the receipt of a copy of The Woodlands Rules and Regulations, agree to abide by those rules, and agree to be responsible for any fines incurred because of the tenant's violation of these rules.

6. **Registration.** All Owners are required to file tenant registration form with The Woodlands. Such registration shall be updated yearly or as soon as information previously provided changes. This shall include, but not be limited to, the Owner's name, address, telephone number where they can be reached, the name and telephone number for an emergency contact, names and birth dates of all residents of the unit and vehicle information as required under the Parking Rules below.

7. **Unit Inspection for Habitability.** The Woodlands' on-site property manager shall inspect and approve such unit for rental after confirming the unit complies with The Woodlands' Rules and Regulations.

8. **Rules Violation/Meeting Requirement.** Reports that document two or more behavior rule violations of The Woodlands' rules and/or evidence of criminal activity by occupants, dependents, family or guests within a twelve (12) month period of time will be grounds for eviction of the tenant(s) pursuant to Bylaw Article IV, Section 4.

Owners are required to meet The Woodlands' management designee should it be determined that the Owner's tenant(s) has engaged in behavior in violation of The Woodlands Rules and Regulations which requires correction. If such meeting is required, The Woodlands will advise the Owner of such need and a proposed date/time to meet. Owner must attend on that date/time unless another mutually agreed date/time is set. The failure of the Owner to attend on the proposed or alternate agreed date/time shall carry a fine of \$500.00 each time the Owner fails to appear.

J. **Zero Use Water Bills.** A unit owner whose unit has two quarterly zero use water bills (meaning no charges billed for water usage), shall be assessed an amount equal to the average quarterly water bill for the twelve (12) month period preceding the first zero usage water bill.

K. **Signs.** No signs, posters, advertisements or the like shall be erected, placed, posted, or displayed anywhere on the property. Holiday décor is permitted from Thanksgiving Day through January 15 of each year. Exceptions may be Association signs such as: Block Watch, emergency signs, information signs and sale/rent signs on the kiosk in front of the office.

L. **Unit Access.** The Woodlands through its agent may, upon twenty-four (24) hours verbal or written notice to an Owner or resident, and at reasonable times, enter any unit for the purpose of:

1. Investigating/resolving common area related problems.
2. For entry when there is an emergency as determined by the on-site property manager.
3. For pre-scheduled repairs and/or extermination measures for which notice has been given but no resident is present.
4. When it is observed the unit may be vacant and the Owner has not attended to the unit such that damage (e.g., freezing pipes) may occur to the unit, an adjoining unit or the common elements.

**M. Non-Resident Ownership.** All Owners not residing in either Milwaukee, Ozaukee, Kenosha, Racine, Walworth, Washington or Waukesha counties must have an agent management company or person within one of these counties registered with The Woodlands' management office listing the name, phone number and street mailing address where the agent actually does business or resides. Post office boxes will not be accepted.

**N. Registration of Owners.** New Owners are required to register at The Woodlands' office within five (5) days of the transfer of ownership. The Woodlands' designated personnel will register the new name, address, telephone number, vehicle(s) and pertinent information as required.

**O. Parking Rules. WARNING:** Violation of the following rules will result in the ticketing and towing of the offending vehicle at the Owner's expense.

1. Each unit is assigned one (1) parking space designated by the unit address.

2. A maximum of two (2) additional parking spaces may be allowed if there are additional licensed drivers residing in the unit and space is available. In such case, a second parking space will be permitted at a charge of \$25.00 per calendar year and a third parking space will be permitted at a charge of \$150.00 per calendar year. If the unit is rented, the tenant must provide a copy of their lease as a condition of obtaining any permit and no permit for parking will be granted to a tenant if not provided. The person requesting the permit must be on the lease. A maximum of three (3) parking spaces will be permitted, including the assigned parking space.

3. All resident owned or operated vehicles parked at The Woodlands shall be registered with the Association within three (3) business days of move in or procurement of the vehicle. Proper registration shall consist of, but not limited to, resident name, address, telephone number(s), with the year, make, model, color, license plate number and expiration date. Current year/month car registration tags must be displayed on all vehicles at all times. Upon completion of registration, a permit shall be issued by The Woodlands' office.

4. All resident owned and operated vehicles parked at The Woodlands shall, at all times, display the appropriate parking permits. Parking permit stickers shall be made readily and easily visible in the lower left corner of the front windshield above the VIN plate.

5. Vehicles must park in a designated parking space and occupy only one lined space. Parking in a "No Parking" driving aisle, near dumpsters, fire hydrants or any non-designated parking area is cause for immediate ticketing by the City of Milwaukee Police Department or The Woodlands and/or immediate towing.

6. Any motorized vehicle which is inoperable or disabled will be given a seventy-two (72) hour warning notice. An inoperable vehicle includes one that cannot be legally operated according to Wisconsin statutes. If a vehicle will be disabled for more than twenty-four (24) hours, the resident/owner/tenant must notify The Woodlands' office with the reason for disablement and the estimated length of disablement.

7. The Association or authorized personnel may request an Owner of a vehicle to prove operability of a vehicle. If the Owner is unable and/or unwilling to do so, the vehicle may be deemed inoperable.
8. Vehicles of any type parked in an assigned or unassigned space longer than seven (7) days without moving, must be driven to a different space, unless the resident has written permission from the Association.
9. No vehicles are to be left on jacks, stands, blocks, ramps, etc., or otherwise unattended at any time.
10. No campers, boats on trailers, snowmobiles and ATVs or other similar motorized or non-motorized vehicles or portable storage units shall be parked in the parking lots or set upon The Woodlands' grounds.
11. No motorized vehicle bumpers may park over The Woodlands' sidewalks at any time.
12. No one may park in any unit address designated parking space without permission of the Owner/tenant to whom the designated parking space is assigned. Any resident may call the Milwaukee Police Department to have the unauthorized vehicle ticketed and/or towed at the vehicle Owner's expense.
13. All vehicles must be removed from the parking lots within two (2) hours on request of The Woodlands.
14. Semi-cabs, with or without trailers, may not park in any of The Woodlands' parking lots.
15. Vehicles longer than twenty-one (21) feet, including attached apparatus, will not be permitted to park in any Woodlands' parking lots.
16. Motorcycles must have a platform under the kickstand in all of The Woodlands' parking lots.
17. Owners/tenants must notify The Woodlands' office of any visitor or guest's vehicles to be parked on The Woodlands' property over forty-eight (48) hours.
18. Any car found to be a health hazard is not permitted (including vehicles with no gas caps, broken windows, etc.).
19. All vehicles are required to have a current license plate.
20. Buses are not allowed in any Woodlands' parking lots. Exception: special needs school buses for the purpose of pick-up and drop-off of special needs children. No standard large school buses are allowed in any Woodlands' parking lot at any time. No overnight parking of school buses is allowed in any Woodlands' parking lots.

**P. Vehicular Control.**

1. All posted speed limits shall be followed.
2. Mini-bikes, ATVs, go-carts, snowmobiles or any other non-licensed motorized vehicles shall not be operated on The Woodlands' grounds, except for maintenance vehicles or vehicles authorized by The Woodlands.
3. Licensed motorized vehicles are to be operated and/or parked in parking lots only. Motorcycles must be walked, not ridden, between the parking lot and the unit. Written permission from The Woodlands is required to park motorcycles in the rear yard or in common areas. Written permission will not be given for more than two (2) vehicles.
4. No maintenance or repair work shall be done in parking lots or other places upon The Woodlands' grounds.
5. No business type activities regarding motor vehicles shall take place at any time including motor repairs, body repair, vehicle sales or leasing conducted on a commercial basis.
6. Self-propelled means of transportation such as skateboards, bicycles, scooters, roller blades and/or roller skates are not allowed on The Woodlands' parking lots. Self-propelled items as described above are allowed on sidewalks and bike paths if done with extreme caution provided, however, that such use is at the participant's own risk and The Woodlands assumes no responsibility/liability for any injuries suffered as the result of such use.
7. Ramps of any type for use with self-propelled items as described above are hereby prohibited.

**Q. Extermination.**

The Woodlands may in its discretion employ extermination measures through an extermination contractor as deemed necessary for the common health and safety of its residents. The cost thereof shall be \$60.00 per unit which shall be assessed to the unit Owner's account. Owners and/or tenants are required to permit unit access for such purpose, and failure of a tenant or Owner to permit unit access (in person or by providing a key) on the designated date will result in a fine for violation of Rule III, L., as well as the \$60.00 cost of the extermination which was not done because of such failure to permit unit access. Owners shall be liable for successive fines and additional extermination charges until extermination is permitted and performed.

**R. Right Of First Refusal.**

The Woodlands Condominium Homeowners Association, Inc. ("Association") shall have a right of first refusal with respect to all condominium units offered for sale and for which a bona fide accepted Offer to Purchase has been received by the seller. The seller, upon receipt of such bona fide accepted Offer to Purchase, which shall contain the provision expressly making such Offer to Purchase contingent upon the waiver of the Association's right of first

refusal, shall be delivered to the Association within three (3) business days of the acceptance of said Offer to Purchase. The Association shall then have five (5) business days from such date to exercise its right of first refusal and in doing so may purchase said property on the same price, terms and conditions as the accepted Offer to Purchase received by the seller. Should the Association not exercise said option within five (5) business days of its receipt of the Offer to Purchase, said right of first refusal shall be automatically waived.

**S. Prohibited Deed Restrictions.**

No deed transferring title of a unit to a new owner shall have a deed restriction requiring owner occupancy.

**T. Housekeeping. This Rule is Effective January 4, 2024.**

Owners and/or their tenants shall keep a unit in good, clean, safe and sanitary condition, and otherwise free of excessive clutter (hoarding) and garbage. Failure to do so creates a condition which fosters bug and vermin infestation, interferes with the ability of The Woodlands' process and its effectiveness, and provides a breeding ground for bugs and vermin from which to cross over to other units in the building

Upon determination that such a condition exists, The Woodlands shall notify the owner and schedule a meeting with the owner to discuss the situation and agree upon an action plan to remedy the condition. If the owner attends the meeting and remedies the condition or compels the tenant to remedy the condition within ten (10) days of the meeting, there shall be no fine or further action by The Woodlands. "Remedy" means putting the unit in good, clean, safe and sanitary condition and/or removing all excessive clutter (hoarding) and garbage, or terminating the tenancy of the offending tenant. The Woodlands shall be granted access to the unit on request for purposes of inspecting for compliance.

If the owner fails to attend a meeting on request and/or fails to remedy the condition and/or fails to allow access to the unit to verify compliance, then there shall be a monthly fine of \$500.00 for each month of non-compliance. In instances of repeated or ongoing non-compliance, The Woodlands may also resort to judicial action for a court order to remedy the condition, in which case The Woodlands shall be entitled to recover the actual attorneys' fees it incurs in pursuing such judicial action.

**U. Assessments for Failure to Allow Access to Units for Common Area-related Repairs.**

The Woodlands needs an access to Units from time to time to allow contractors to enter and perform repairs related to common element issues. The Woodlands' management will, in such circumstances, arrange a date and time with the owner for this to occur, at which time the owner is responsible to make sure access is granted. Should The Woodlands and contractor not be allowed access at such date and time, the owner shall be assessed the trip charge and the costs associated with the failure to gain access. These charges shall be added to the owner's accounts and collected as any other assessment.

#### **IV. MAINTENANCE AND ARCHITECTURAL CONTROL**

##### **A. Air Conditioners. Deadline to correct: Two (2) days.**

1. Window air conditioners are permitted. Clear acrylic or similar material must be used to secure the enclosure around the air conditioner.
2. No through the wall air conditioners are allowed.
3. All central air conditioners must be approved in writing by The Woodlands before installation pursuant to terms set forth in a written agreement signed by the Owner.
4. Window air conditioners that require brackets and/or platforms for proper installation must have written permission from The Woodlands.

##### **B. Antennas. Deadline to correct: 72 hours.**

1. No outside antennas or satellite/TV dishes are allowed in any common area at The Woodlands, except as described below, and every Owner requesting permission to install an outside antenna or satellite TV dish shall sign an agreement setting forth the terms of such installation.
2. A satellite/TV dish may be placed in a fenced rear yard, on a pole or post. If the rear yard is not fenced, a satellite/TV dish must be installed on a pole or post within 5 feet of the foundation, next to the meter area. If the building is located such that the signal can only be obtained from the front yard, the satellite/TV dish may be installed in the front of the unit, but only after application to The Woodlands and only with express written permission of The Woodlands' Management. If permission is granted, the installation must be directly in front of the unit within 5 feet of the foundation on a post or pole no more than 4 feet in height. Permission will be withheld if it is determined that installation in the front yard is not necessary for an adequate signal.
3. Under no circumstances shall a satellite/TV dish or its cables be attached to, run on, or go through, the common areas of the building, the siding, the roof, the windows, the building fixtures, or a fence.
4. Installation must be completed in a workmanlike manner. All cables must be installed through the foundation (brick) next to the meter area in a rear yard or next to the front stoop in a front yard. Owner is responsible to assure that the cable company properly buries the cable(s) at the time of installation and for maintaining the dish, pole, antenna, and or cables after installation.
5. Owner is responsible for all damages which may occur during installation.
6. Owners are responsible for any cost(s) or damage(s) incurred to move the satellite/TV dish in the event this rule is violated. The Woodlands is not responsible for any

damage to the dish, pole, antenna, and or cables that may result from exterior maintenance, landscaping or removal.

7. Owners are responsible for the cost and maintenance of the satellite/TV dish as well as the fenced area.

**C. Building Exteriors. Deadline to correct: 72 hours.**

1. No one is allowed on the roof or any other parts of a building except authorized personnel.

2. No outside decorations or other attachments are to be added to the building or ground exteriors without permission from The Woodlands and installation by The Woodlands' crew.

3. No building exterior can be painted except by authorization of the Board of Directors.

4. All units must have front and rear light globe covers. Flood lights and/or sensor lights are acceptable with The Woodlands' approval.

5. No Owner or resident shall be permitted, at any time, to display, hang or store any clothing, sheets, blankets, rugs or carpets or other articles from the exterior of any unit, (excluding American flags).

**D. Doors and Storm Doors. Deadline to correct: 30 days.**

1. Storm doors are required for both front and rear doors.

2. Maintenance and repair of doors and storm doors is the responsibility of the Owner and must be kept in good condition.

3. All storm screen doors must be at least forty percent (40%) glass. All storm door replacements after November 6, 1984 must be white in color.

4. Exterior entry doors shall be solid core wood doors or steel security doors, painted white.

**E. Fences. Deadline to correct: 30 days.**

1. The Woodlands' written approval and a signed fence agreement are required for all fences before installation.

2. All fences must be in good repair.

3. Wood fences for blue and gray building must be painted the approved charcoal gray color. Almond, beige and gold buildings must be painted the approved brown color.

The maintenance office will have the approved color paints available or will provide the correct color information. Painting must be done often enough to avoid an unsightly appearance.

4. No part of the fence shall be allowed to come in contact with the siding on the building.
5. Each fenced in rear yard shall either be a well-maintained lawn, concrete or block patio, or deck.
6. If a yard is enclosed, the Owner is responsible for the upkeep of the enclosed areas.
7. At no time shall any item of personal property be attached to or placed upon a fence, including but not limited to the following: clothing, rugs, carpets, blankets, clotheslines, tools, equipment, toys, etc.

**F. Flammable Liquids. Deadline to correct: Immediate.**

1. Gas, gasoline and other flammable liquids (except paint thinners and cleaning solvents) cannot be stored in any unit, per city building codes.
2. No gasoline operated equipment or gasoline containers are allowed in any unit per city building code.
3. No flammable gas or propane cylinders can be stored in any unit once the seal has been broken.
4. Paint thinners and cleaning solvents can be stored in amounts not exceeding one gallon in total. All containers must be tightly sealed and stored in a cool area.

**G. Garbage. Deadline to correct: Immediate.**

1. No garbage or charcoal debris shall be left next to or outside of dumpsters. Any garbage or charcoal debris left outside, next to and/or on top of the dumpster will result in an automatic fine of \$50.00 with no warning. No one, except authorized personnel, is allowed inside or on top of the dumpsters.
2. Storage of garbage containers, litter, trash, etc., in rear yards is prohibited.
3. Flammable items such as motor oil, paint, paint thinner, etc., must not be placed in or around the dumpsters, or allowed to drain anywhere in and/or on the common grounds.
4. Charcoal must be extinguished before being placed in the dumpster.
5. Any large items such as televisions, chairs, tires, bikes or anything heavy or bulky must not be placed in the dumpsters. Place these large and heavy items next to or behind the dumpster. The maintenance crew will pick up these items for disposal. Large appliances

(stoves, refrigerators, etc.) and construction materials (windows, doors, cabinets, drywall, carpeting, etc.) shall not be left for disposal on The Woodlands' grounds. These items shall be disposed of by the resident.

6. Christmas trees can be disposed of by placing them into the special dumpster, provided by the city, alongside the curb during the holiday season. Do not place Christmas trees in the regular dumpsters.

**H. High Efficiency Furnaces. Deadline to correct: 30 days.**

High efficiency furnaces and similar heating/cooling systems which require the use of PVC chimney/vent installation must exit the unit through only one of the following locations:

1. Rear of the unit through the crawl space under the kitchen (not in phase 4 units);
2. Rear of the unit through the kitchen cabinets and/or the pantry;
3. Through the existing chimney, if possible; or
4. Through the existing chimney/vent stack chase.

**I. Planters. Deadline to correct: Immediate.**

1. All planters must have written Woodlands' approval.
2. No planters are allowed to be attached to the building or fences.

**J. Stoops. Deadline to correct: Immediate.**

1. Front stoops cannot be painted or carpeted.
2. No grilling is permitted on the front stoops or in the front of the building. Grilling **MUST** be done in the back yards ten (10) feet away from the building.

**K. Storage. Deadline to correct: Immediate.**

1. Nothing can be stored on the front stoop.
2. No articles of any type shall be stored or left on sidewalks or common areas, including any motorized vehicles.
3. No sheds of any type are allowed on The Woodlands' property, with the exception of Association sheds.
4. No storing of articles other than patio furniture, grills, bicycles and lawn care or gardening equipment in rear yards will be allowed without written Woodlands' approval.

5. A five (5) gallon metal or plastic container for storing unused charcoal is permitted; the container must be clearly marked “charcoal.”

**L. Swimming Pools. Deadline to correct: Immediate.**

Wading pools under eighteen (18) inches in height are permitted, but must be emptied when not in use and/or at the end of each day.

**M. Trees and Shrubs. Deadline to correct: Immediate.**

1. Owners must have written permission from The Woodlands for all trees and shrubs planted in fenced yards and common grounds.

2. Bushes and trees may not be removed from unfenced areas by anyone except authorized personnel, or with permission from The Woodlands (Anything planted on common ground, immediately becomes the property of The Woodlands).

3. Organic waste from bushes and trees must be picked up within twenty-four (24) hours.

**N. Walks and Patios. Deadline to correct: 30 days.**

All walks and patios must have written permission from The Woodlands before installation.

**O. Windows and Screens. Deadline to correct: 72 hours.**

1. All windows must have properly installed screens.

2. Broken windows must be replaced.

3. Maintenance of windows and screens is the responsibility of the Owner and must be kept in good repair.

4. All new windows can be double hung or slider. New windows must be white, maintenance-free and follow the window specifications outlined in the “Replacement Window Specification” sheet supplied at The Woodlands’ office. Owners must sign an agreement with The Woodlands before installation of any new windows. Furthermore, the Owner is responsible for the cost of any replacement siding or trim needed to complete their windows, and/or any damage to the siding or trim incurred during installation. Owners should also be aware that if the windows are not within the specifications, they may be asked to remove them at their own expense and replace them with the approved windows. Furthermore, the Owner or the installer must furnish to The Woodlands their plans and a written warranty on said windows before installation.

5. All windows must be covered with a conventional window treatment in a neutral color. Paint, paper, cardboard, rags, foil, bedding and the like ARE NOT allowed.

**P. Snow and Ice. Deadline to correct: Immediate.**

1. It is the responsibility of each Owner and/or resident to clear snow and ice from their front stoop, steps and sidewalk (from door to the main walk) within twenty-four (24) hours of the accumulation of same.

2. It is the responsibility of each Owner and/or resident to clear snow and ice from their respective assigned parking space and, as needed, and median parking space.

3. Owners and/or residents shall cooperate fully with the Association and neighboring Owners and/or residents with all snow and ice clearing efforts.

4. No Owner and/or resident shall deposit snow on Association maintained sidewalks.

**Q. Owners and/or Residents Improvements.** All grounds projects (i.e., fences, patios, etc.) with The Woodlands' approval **MUST** be completed thirty (30) days after commencement. All improvements, grounds projects or interim construction work must be done by an insured licensed contractor. Prior to the commencement of such work, the Owner shall provide a contractor certificate of insurance naming The Woodlands as an additional insured.

**R. Wash poles. Deadline to correct: Immediate.**

1. An umbrella style wash pole or two (2) T-shaped poles with lines between them (with written Woodlands' permission) are permitted in the rear yards only. A sleeve holder must be sunk into the ground and must be flush with the ground to prevent damage to machinery.

2. All wash poles in unfenced yards must be removed when not in use. Those in fenced yards must be closed when not in use.

3. Wash lines, poles or hooks connected to the building are prohibited.

**V. ENFORCEMENT OF RULES AND REGULATIONS**

**A. Complaints.** A complaint concerning a rule violation may be initiated in the following ways:

1. By an Owner or resident.

2. By a member of security or a security officer;

3. By a member of the on-site management or maintenance staff;

4. By any government entity.

## **B. Complaint Process.**

1. **Written Complaints:** All complaints shall be in writing. A complaint shall cite all specific and relevant allegations. A complaint must describe what occurred, when the conduct occurred, and where the conduct occurred. The complaint shall also identify the alleged violator, the name(s) of witnesses, and be signed and dated by the complaining party.

2. Prior to taking any enforcement action, the on-site property manager or other designee of the Board shall review the complaint to determine if the complaint adequately describes the facts of the situation, or otherwise determine if there is sufficient evidence and/or witnesses to prove a violation.

3. If it is determined that sufficient facts are stated to support a violation, a citation shall be issued and mailed to the Owner and, in the case of a behavior and use violation, to the tenant associated with the offense.

4. If insufficient facts are stated or if no rule has been violated, no citation shall be issued. The complaint shall be retained in the Owner's file for future reference in the event of subsequent violations.

## **C. Appeals.**

1. Upon receiving a citation, an Owner may appeal within thirty (30) days of the date of the citation. Owners must provide The Woodlands with a copy of the citation with reference to the number and a notice of appeal describing the basis for the appeal in order to apprise the Appeals Committee of the dispute. Said statement shall specify the unit against which the fine was assessed and a mailing address for the appealing Owner. A tenant of an Owner receiving an assessment has no appeal right. The Owner must make the appeal.

2. Upon receipt of the notice of appeal, the Association shall send a copy of the notice of appeal to the chairperson of the Appeals Committee within three (3) working days. The chairperson shall schedule an appeals hearing for a date within thirty (30) days of the notice of appeal. The Owner shall be sent a letter informing him/her of the hearing date, time and location.

3. The Appeals Committee will be chaired by an Owner. Owners at large will be invited to serve on the Appeals Committee at appeals hearings. The Appeals Committee shall consist of three (3) impartial Owners and the chairperson.

4. The decision of the Appeals Committee to uphold or overrule the citation shall be, among other things, based on a determination of whether the violation of the specific behavior and use rule(s) cited occurred or whether the violation of the maintenance and architectural rule occurred and was not corrected by the re-inspection date. It is the responsibility of the complaining party to present adequate testimony or other evidence that the violation occurred or was not corrected.

5. The Owner may present testimony and evidence at the appeals hearing.

6. The Committee shall read and be familiar with all appeal procedures.

7. The Appeals Committee shall either uphold or dismiss the citation. There shall be no waiver, splitting, or reduction of an individual fine, and the fine, if placed upon the Owner's account, may be collected in the same fashion as are other assessments. When more than one fine is assessed, the Appeals Committee may uphold one fine but dismiss another if it determines one or more but not all complaints have been proved. If upheld, no further appeals will be heard on said violation(s).

8. All assessments will be charged against the Owner's account if not paid by the offending person within thirty (30) days of the upholding of the fine. It will be the responsibility of the Owner(s) to assure that their account(s) are current.

9. The appeal hearing shall be tape-recorded to maintain a record of the hearing and record of the facts established at the hearing, the disposition and the rationale for the findings. Records will also be kept of the time, date, location and people present at the hearing. Taped recordings will be held for sixty (60) days from the date of the appeal hearing.

10. The chairperson of the Appeals Committee shall be responsible for informing management of the decision of the Appeals Committee, and management shall direct the bookkeeper of the Association concerning appropriate action on the Owner's account.

11. If an Owner files an appeal, has been given proper notice of the appeal hearing and fails to appear at said hearing, the fine(s) shall stand. If there is not a quorum of the committee and no appeal is heard, the citation shall be dismissed. If the failure of either party to appear is the result of good cause, the hearing can be rescheduled.