

ROYAL ORLEANS CONDOMINIUM ASSOCIATION

RULES

&

REGULATIONS

MARCH 18, 2006

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ROYAL ORLEANS CONDOMINIUM ASSOCIATION

The Board of Directors of the Royal Orleans Condominium Association (ROCA) is pleased to present you with your current copy of the Royal Orleans Condominium Association Rules and Regulations. This copy of the Rules and Regulations dated March 18, 2006 replaces all previous versions. Please take the time to read through them as all Unit Owners/Residents of ROCA and their guests are required to abide by these Rules and Regulations.

The Rules and Regulations are intended to enhance the enjoyment of the property, insure the safety of all Residents and their property and preserve the value of our investments. All regulations, restrictions, and covenants contained in the Declaration and the By-laws are incorporated as part of these Rules and are subject to enforcement policies. Additionally, State Statute Chapter 703 *Condominiums* requirements are incorporated into these Rules and Regulations.

GENERAL INFORMATION

AREA "A" has 37 units. This area faces Bourbon Street. All units have Bourbon Street addresses – 6601 through 6673 North Bourbon Street.

AREA "B" has 30 units. This area faces Bourbon Street and Kiehnau Avenue. All units also have Bourbon Street Addresses – 6540 through 6598 North Bourbon Street.

AREA "C" has 34 units. This area faces Kiehnau Avenue and Beale Street. All units have Kiehnau Avenue addresses – 10102 through 10168 West Kiehnau Avenue.

ROCA is comprised of 101 units constructed in 1972.

BOARD OF DIRECTORS

In accordance with the Declaration and By-laws the Association is governed by a nine (9) member Board. One person will be elected each year from each area. The Board of Directors is responsible for the operation of the property. The Board enters into contracts with persons for snow removal, lawn care, tree/shrub maintenance, rubbish removal/recycling, pool maintenance, etc.

PROPERTY MANAGEMENT

Royal Orleans employs the services of a professional property management company.

The property management agent can be reached during normal business hours. In the event of an emergency they can be reached 24 hours a day.

**ROYAL ORLEANS CONDOMINIUM ASSOCIATION (“ROCA”)
RULES AND REGULATIONS**

**ASSOCIATION
FEES**

Association Fees are payable on the first day of the month and becomes past due after the 10th of the month. A \$25.00 late fee will be charged to Unit Owners for payments received after the tenth (10th) of the month. All amounts not paid when due shall incur interest at the compound rate of 1.5% per month.

**DELINQUENT
FEES--
PENALTIES**

Any Unit Owner who becomes delinquent \$300.00 or more in Association fees and/or special assessments will be subject to the following actions.

1. The Association will record a statement of Condominium Lien against the unit and/or seek a Judgment against the Unit Owner.
2. If the Association has recorded a statement of Condominium Lien or taken a Judgment against a Unit Owner:
 - A. That Unit Owner is prohibited from voting at any meeting of the Association unless the lien has been satisfied at the time of the meeting. This also includes special assessments. (By-laws, Article 3, Section 10.)
 - B. Common area privileges for that unit shall be suspended until the total amount of Lien and/or Judgment has been satisfied. These common area privileges include the use of the Royal Orleans pool and additional parking stalls.

FINES

The Board of Directors shall have the authority to assess a reasonable fine for the violation of any of the Rules and Regulations, Declarations or By-laws of the Royal Orleans Condominium Association. The violator will be responsible for the cost of repair or replacement of any property involved with respect to the violation.

Fine structure shall be as follows:

1 st offense fine	\$25.00
2 nd fine same offense.....	\$50.00
3 rd fine same offense.....	\$75.00
4 th fine same offense	\$100.00
Maximum fine same offense.....	\$200.00

In the event that an attorney is retained by the Association to defend any claim against the Association or to enforce any claim by the Association, and the Association is successful in either its defense or claim, the Unit Owner shall pay the Association’s actual attorney fees.

SPECIAL FEES

The Board of Directors shall have the authority to assess reasonable fees for special requests by individual Unit Owners/Residents.

Fee structure shall be as follows:

Pool Party security deposit.....	\$25.00
Copy of By-laws, Rules, Declarations.....	\$25.00
Pool Key/Paddle Replacement.....	\$25.00
Charge for ID.....	\$10.00
Right of First Refusal Waiver.....	\$50.00
(See Declaration #11)	
Tenant Screening Fee	\$25.00
(See Article VII)	
Monthly fee for third parking space.....	\$10.00

VIOLATIONS AND ENFORCEMENT PROCEDURES

Enforcement procedures have been established to ensure compliance with the Rules and Regulations of the Association. These are intended to promote reasonable conduct that all Unit Owners/Residents have the right to expect from each other.

Each violation of the Rules and Regulations, By-laws or the Condominium Declaration shall be punishable by all means set forth in the By-laws, Condominium Declaration or any law.

1. Violations may be reported by a Unit Owner or Resident to:
 - A. The Milwaukee Police Department, if the violation is an infraction of City Ordinance or any other law.
 - B. The Management Company by filling out the ROCA complaint form (see Exhibit B)
 - (1) The complaint must be in writing
 - (2) All requested information on the complaint form must be filled out: Name and address of offender; violation observed and description thereof; time(s), date(s) of violation(s); name, address and telephone number of the complainant.
2. Upon receipt of a complaint, Management shall attempt to resolve the matter by:
 - A. Notifying the offender in writing of the complaint received and obtaining voluntary correction of the violation.
 - (1) All Unit Owners shall be responsible for all actions of their guests, tenants, and tenants' guests. In the case of the alleged offender being a tenant, a copy of all notices shall be mailed by certified

mail, return receipt requested to the Owner of the Unit affected.

- B. Obtaining voluntary payment of an appropriate fine as per the Fines section of these Rules.
 - (1) If a fine is imposed, it shall be mailed to the offending Unit Owner at his last known address. If the Unit Owner wishes to contest the fine, (s)he shall provide a written objection and request for a hearing to the Board of Directors. *This objection and request shall be filed within 30 days of the mailing of the notice of the fine. Failure to provide a written objection within the 30 day limit, will result in a waiver of the Unit Owner's right to challenge the fine and the fine shall become final.*
- C. The Association removing or correcting the violation, the cost of which, including actual attorney's fees if necessary, shall be borne by the Unit Owner.
- D. Any other solution to which the complainant, the alleged offender and/or Management agree.

In the event the fines and costs, or the costs incurred by removal or correction, are not paid within thirty (30) days, the payment may be secured by filing a lien against the Unit of the offender as prescribed by law.

Grievance Committee

- 1. Grievance Committee Rules and Procedures:
 - A. The Grievance Committee shall consist of a member of the Board of Directors, who will act as Chairperson, and three (3) members of the Association who are appointed by the President of the Board within 10 business days of the receipt of the grievance request. The members shall not be officers or members of the Board of Directors of the Association.
 - (1) The Grievance Committee shall convene as needed and shall serve for the duration of the Hearing.
 - (2) For any grievance hearing, the Chairperson and three (3) members shall serve. A majority vote of the Committee shall determine the action and decisions of the Committee. The Chairperson shall not cast a vote except to break a tie.
 - (3) Members serving on any Grievance Committee shall not be directly or indirectly involved in the specific dispute at hand.
 - (4) Upon receipt by the Grievance Committee of the grievance, the Chairperson shall proceed as follows:
 - a. A letter shall be sent by certified mail, return receipt requested, within thirty (30) business days informing all parties:

- (i) Of the time, place and date of a hearing before the Grievance committee.
- (ii) Of the right to counsel.
- (iii) That the evidence shall be received and a record made whether or not the party complained against attends the hearing.
- (iv) That, if found in violation, a fine may be imposed in accordance with the Fines section, plus costs and actual attorney fees incurred by the Association.
- (v) That any such fine imposed may be secured by filing a lien against the subject Unit, as prescribed by law.

b. The hearing shall be divided into two (2) sections

- (i) The Hearing—open only to the Committee, the parties involved, their attorneys and witnesses
- (ii) The Determination and Decision—open only to the Committee.

c. The decision shall be rendered in writing to concerned parties within five (5) business days of the hearing.

d. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable to the Committee Chairperson, the grievance shall be dismissed without prejudice, and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

e. If the alleged offender fails to appear, the complainant must prove his grievance and no presumption can be made against the alleged offender for non-appearance.

f. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

(5) The decision of the Grievance Committee is final.

B. Interest Affected

All Unit Owners shall be responsible for all actions of their guests, tenants, and tenants' guests. In the case of the alleged offender being a tenant, a copy of all notices shall be mailed by certified mail, return receipt requested to the Owner of the Unit affected; and the Unit Owner shall be entitled to attend the hearing and present evidence as prescribed above.

C. Remedies Non-exclusive

The provisions of these Rules and Regulations shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703), and shall

not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

**ACCESS-
COMMON
AREA**

No Resident shall use the common areas in a way which would deny others the full use of these areas. There will be no obstructions of any common areas. Walks and drives shall be kept clean and free of bicycles, baby carriages, scooters, skateboards, toys, wagons, grills and like objects.

**CONDITION
OF UNITS**

The Unit Owner shall:

1. Maintain all components of the unit in good condition and repair.
2. Repair or replace torn screens, broken doors, broken or fogged windows. Doors and windows in their entirety are the responsibility of the Unit Owner.
3. Keep the patio area in a clean and neat condition, grass trimmed, free of weeds, debris, and trash.
4. Maintain a temperature in the unit of at least 50° degrees to avoid freezing of pipes. (Vacant units shall be winterized.)

**EXTERIOR
CHANGES**

1. No awnings or shutters shall be erected. Nothing shall be added or removed from the exterior of any building or common area, except with prior written approval by the Board of Directors—this includes interiors and exteriors of patio fences.
2. Entry doors, storm/screen doors or windows shall conform to all others in your respective area. Note: Due to the difficulty and expense to obtain doors and windows in the original style, the Board has approved several readily available similar styles that may be used when replacing doors and windows. Contact the Property Manager for a list of approved door and window colors and styles for your area.
3. Contact the property manager to obtain stain to touch-up patio areas, fences or gates.
4. Nothing permanent may be constructed or placed in the patio area which will exceed the height of the fence without board approval. Plantings in patio areas may exceed the fence height as long as they are trimmed and maintained.
5. Mailboxes or slots must conform in size and color.

**MEDIA
ACCESS**

Cable and Dish Installation Specifications for ROCA

1. There shall be no roof installations of any sort. Satellite dishes, aerials, antennas, cable wire, or any other type of media access shall not be placed on roofs.

2. There shall be no installation of media access on brick, siding, overhanging window roofs or ledges, soffits or fascia.
3. Drilling holes to permit media access is not allowed, *with the exception of cable wires that may enter the dwelling inconspicuously at the basement window level*. Cable run on the exterior of the building is not allowed. Access to the second level is permitted only when cable is run on the interior of the unit.
4. Dishes shall be installed in the rear of the residence, on the patio or fence interior. The dish must be as unobtrusive as possible. If there is difficulty obtaining a signal, the dish may extend 12-16 inches above the fence line. Dishes installed on the new fences will require an additional support board, as the fence itself will not provide proper support for the dish. Contact the management company for further assistance.

NOTE: Some cable and dish companies request a written indication of the acceptable practice for installation in condominium units. **Consider this document re-printable for that purpose.** In addition, these companies require a verbal statement from the homeowner, verifying ownership of the unit. Those individuals that are leasing will need to receive written permission from their landlord to install media access. ROCA is neither responsible for installation of media; nor for improper, unlawful or nonfunctional installation of equipment.

GARBAGE

1. All garbage shall be placed in plastic bags and deposited in the general waste dumpster provided in each area. Bags containing food waste should be tied to eliminate odors and contamination.
2. Disposal of over-sized items (mattresses, carpeting, furniture, toilets, water heaters, Christmas trees, etc.) is the responsibility of the Homeowner(s) to arrange for removal. Over-sized items will NOT be picked up by our regular contractor and shall not be placed in the dumpster(s).

GATES

Installation and repair of gates are the responsibility of the Unit Owner. Color and materials must conform with other gates and fences in your respective area.

Special Gate Requirements for New Fences:

All Gates must open inward
All gates must be dog-eared, western red cedar, (Home Depot—calls them pickets)
Gates must be board-on-board; 4' or 6' or,
Shadow box style allowed only up to 4' height.
Dutch or double doors are also allowed up to the 6' height; and must be board-on-board.

Gates must mount on the 2x4's.

You may make your own gate, but it must be of standard design as noted above, and be mounted on the 2x4's.

Gates must be stained to match the fence. Stain is provided by ROCA.

Stain is distributed by the management company.

Lower finish, if desired, must be lattice also stained the same as gate.

Lattice size may have large or small openings.

NOTE: If a unit's gate is locked when entry for emergency maintenance is necessary, it will be opened and any resulting damage and/or repairs will be at the Unit Owner's expense.

**INTERIOR
WINDOW
TREATMENTS**

All windows in the unit shall be covered with appropriate window treatments, i.e., blinds, shades, shutters, drapes or curtains.

No sheets, paper or other non-conforming window treatments are permitted. This also applies to vacant units.

**LEASING
OF UNITS**

Any Unit Owner who purchased prior to the rental cap of January 1, 1994 (Article VIII, Section 3 of the By-laws) and who leases a unit will be bound by the following provision:

1. All Unit Owners currently renting their units shall use the management company for screening of ROCA tenants. The Unit Owner shall pay the management company the current screening fee at the time of, or prior to, requesting the screening. Failure to have your prospective tenant screened will result in a fine of \$50.00 per day until the tenant vacates the property, or until the tenant is approved under the management company screening process.
2. Each lease shall be in writing and shall be for an original term of not more than six (6) months.
3. The Unit Owner shall use the Board approved form (Standard Wisconsin Form #19-Residential Lease). This form can be obtained from any office supply store.
4. The lease shall contain a clause binding the tenant to the terms, covenants and conditions set forth in the By-laws, Declaration and the Rules and Regulations. The Unit Owner has an obligation to familiarize the tenant with the terms of these documents.
5. Upon entering into a lease agreement with a tenant, the Unit Owner shall provide a copy of the complete lease agreement form (#2 above) and the Tenant Unit Registration form, a copy of which is attached as Exhibit A, prior to tenancy, to the Board of Directors or the Property Manager.
6. The Unit Owner shall be responsible for any violation of the condo documents by the Unit Owner's guests, tenants or tenants' guests.

- A. The Board of Directors has the right to require removal of a tenant by eviction procedures as provided by the Wisconsin Statutes. The Board of Directors shall be kept up to date of the eviction process on a weekly basis until the tenancy is terminated.
 - B. No more than seven (7) persons shall be allowed to occupy a townhouse condominium at ROCA. This is based on the City of Milwaukee Department of Housing determination of 1 person for every 100 square feet of living space. Living space is defined as that area which comprises the living room, dining room and bedrooms only.
7. Any Unit Owner not in compliance with the Leasing Rules and Regulations will be fined \$50.00 per day until the tenant vacates the property.

LIGHT BULBS

Contact the property manager for exterior front and rear entrance replacement light bulbs. The front light is hardwired and will go on automatically at dusk and off at dawn. The rear light switch shall be kept on at all times for security reasons; this light will also go on automatically at dusk and off at dawn.

NUISANCES

All residents have a right to quiet and privacy without disturbance by loud noise, obnoxious behavior or harassment from neighboring units or common areas, especially at night (after 10:00 PM) and weekend mornings (before 9:00 AM).

In the event a resident is disturbed by a neighboring resident and is unsuccessful in resolving the problem, a complaint form including the offending party's name, unit number, time, date and event detail may be submitted to the Board of Directors for action.

PARKING/ PARKING LOTS

- 1. All vehicles shall have an updated ROCA Resident form on file, have ROCA Parking Tag displayed on the rearview mirror, and park in their assigned stall on a regular basis.
- 2. **Parking stalls are assigned as follows:**
 - A. Each unit will be assigned one (1) permanent parking stall, as close to the unit's back door as possible, provided the ROCA Resident Form has been filled out
 - B. A unit with two (2) vehicles may request a second stall and will be assigned a second stall, **provided space is available**, and a ROCA Resident Form has been filled out listing both vehicles. *Note: in order to be assigned a second stall, the unit shall not owe any funds to the Association.*
 - C. A third (3) parking stall, provided one is available, shall be assigned upon written request to the Property Manager. A fee of

\$10 is assessed monthly and is payable to ROCA on the first of each month.

- D. Any unit assigned a third (3) parking stall may be required to forfeit their stall should a unit in good standing need a second parking stall for a second registered vehicle to be parked on a regular basis.
3. Any vehicle parked in any of the ROCA parking lots shall:
 - A. Have a valid license plate
 - B. Be legally registered with ROCA and the State of Wisconsin (display ROCA tag and a current WI license plate)
 - C. Be operable and moveable under its own power
 - D. Have all tires properly inflated
 4. Parking stall(s) shall be kept free of excess fluid/stain build-up. Stains shall be removed with Board approved materials only.
 5. When a unit is sold, or vacated by a Unit Owner or tenant, that unit loses its assigned second stall. The new resident must contact the management company to request a second stall, if available, or to be placed on a waiting list for a second stall
 6. All parking stalls are for resident use only. Stalls may not be rented to or used by non-residents of Royal Orleans Condominium Association. However, a guest of a resident may be permitted to park in that resident's assigned parking stall(s) on a temporary basis.
 7. Parking is limited to automobiles, vans, motorcycles and trucks requiring a Class "A" or "B" truck license.
 - A. **Vehicles not permitted in the parking lots include, but are not limited to:** Class "C" license or larger, trailers of any kind, derelict vehicles, vehicles not in running condition (including flat tires), improperly licensed, non-licensed or non-registered vehicles, boats and boat trailers.
 8. No vehicle may overhang the sidewalk or touch any part of the yellow lines on either side of the stall.
 9. Motorcycles shall be parked with a wood block under the rest stand to prevent damage to the asphalt. If motorcycles are to be parked in an assigned spot with another vehicle, the total length of the combined vehicles shall not exceed 19 feet.
 10. Guests or Residents wishing to park in another unit's assigned stall are required to obtain written permission from that resident. The

management company must be notified if the vehicle will remain longer than three (3) days.

11. All roadways within the complex are designed as "No Parking" areas (fire lanes). Any vehicle (including moving vans) parked in a way that will block passage of emergency vehicles will be ticketed or towed.
12. Speed Limit in the Parking Lots is **10MPH**
13. Cooking or living in any vehicle in the parking lot is prohibited.
14. Individual residents who find an unauthorized vehicle parked in their assigned stall(s) shall be responsible for contacting the police department to have the offending vehicle ticketed/or towed away.
15. No resident is permitted to play, ride bikes, scooters or skateboards (or the like) in the parking lots.
16. Only minor repairs (change flat tire, wiper blades, etc.) are allowed in the parking lot. Vehicle tune-ups, oil changes, or any work involving the handling of oil, gas, or other automotive fluids is prohibited on the property.
17. All residents must register their vehicle(s) with the Management Company within seven (7) days of residency. Any changes in vehicles should be reported to the management company and a new Resident Form filled out within seven (7) days of newly acquired vehicle(s).

Any owner of a vehicle not in compliance with the above listed items will be subject to the fine and enforcement schedule of the Association, as well as a potential parking citation from the City of Milwaukee and the risk of having their vehicle towed and stored at their expense.

PETS

In accordance with Article VII, Section 12 of the Royal Orleans Condominium Association By-Laws, household pets may be maintained within the units, subject to these Rules and Regulations:

1. All pets shall be leashed at all times in the common and limited common areas, with the exception of the unit's patio, by a person capable of controlling the animal.
2. No pets shall be tied or staked in the front or rear common area(s) without supervision.
3. No leashes of any kind shall be left in the common areas at any time.
4. All excrement must be picked up, bagged and disposed of immediately by the pet owner.
5. The Unit Owner(s), as well as the animal owner, is responsible and liable for any damage to property or injury caused by a pet.

6. Excessive barking is not permitted.

POOL

The pool opens Memorial Day weekend and closes Labor Day weekend unless otherwise posted.

The pool is closed nightly from 9:00 p.m. to 7:00 a.m. Sunday through Thursday and 10:30 p.m. to 7:00 a.m. Friday through Saturday.

ALL INFRACTIONS OF THE POOL RULES RESULT IN FINES AND/OR LOSS OF POOL PRIVILEGES FOR THE REMAINDER OF THE SEASON.

ALL INFRACTIONS ARE FINED IMMEDIATELY UPON OFFENSE. THERE ARE NO WARNINGS ISSUED.

1. Paddle with key and Pool ID are required at all times when in the pool area.
2. No gum or food of any type is allowed in the pool area.
3. No glass containers of any type are allowed in the pool area. Smoking and beverages in plastic, paper, or aluminum containers are allowed on the UPPER deck area only. Use the waste receptacles which have been provided for your convenience.
4. Unauthorized pool parties are NOT allowed. Party Pass and required deposit along with Board permission (3 members' signatures) is required for more than four (4) guests.
5. Guests are not allowed in the pool area if the owner/resident, age 18 or older, is not present.
6. Only Unit Owners/Residents listed on the current registration form are allowed the use of the pool.
7. Swimming when the pool is closed is NOT permitted. The pool may be closed at any time for problems with operation, weather conditions or at the discretion of the Board of Directors.
8. Life-saving equipment is to be used ONLY for emergencies.
9. No wheeled vehicles (bikes, skateboards, etc.) except attended strollers or wheelchairs are allowed in the pool area.
10. All children 17 years of age and under MUST be supervised at all times by owner/resident age 18 or older.
11. No violation of City, County, State or Federal law is allowed.

12. No disposable diapers or fitted plastic pants are allowed in the pool. Only swim approved diapers (Huggies, Swimmers) are allowed on children who are not toilet-trained.
13. No running, pushing, wrestling or causing undue disturbance in or about the pool area is allowed.
14. No bandages of any kind are allowed in the pool. People with open sores, rashes or wounds are not allowed in the pool.
15. Unit Owners with outstanding and delinquent Association fees, special assessments and/or fines/fees will not be allowed use of the pool or pool area until such sums are paid in full.
16. No abusive or profane language, or breach of the peace, will be tolerated.
17. No inner tubes, life rafts, air mattresses, balls, toys or other play equipment may be used in the pool or pool area. Safety equipment or life preservers may be used for young children.
18. No pets of any type are allowed in the pool area.
19. No littering. Use the "butt cans" and waste receptacles provided for your convenience.
20. Street clothes are not allowed in the pool water. You must wear swimwear only.

There is no lifeguard on duty. Anyone using the pool or pool area does so at his/her own risk. The Association does not assume responsibility for any accident with such use, or for any loss or damage of personal property. **Unit Owners/Residents are responsible for all actions of their guests and children.**

Guests are NOT allowed when the pool becomes too crowded for residents. You must be a resident, 18 years of age or older, for guest privileges. Each unit is allowed only four (4) guests at any one time without the Board's prior permission.

All residents have a responsibility to help enforce these Rules. It is not the responsibility of the pool maintenance people to enforce the Rules.

Lawn chairs may be left at the pool for the season, but **MUST** be folded and stored in the corner of the cabana bar area. **CHAIRS MUST BE REMOVED AT THE END OF THE SEASON OR THEY WILL BE DISPOSED OF.**

Please report violations, in writing, on a complaint form to the property management office.

RECYCLING

All recyclables as outlined in the current "Guidelines for ROCA Recycling", attached as Exhibit C & D, shall be placed in appropriate bins. Improper disposal of recyclables will result in a fine.

SELLING

As outlined in the Declaration, the Association is afforded the Right of First Refusal before a conveyance is made. A selling condominium Unit Owner must give fifteen (15) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, lessee, or alienee.

SIDING

1. All grills must be a minimum of five (5) feet away from the siding.
2. NO ATTACHMENTS TO THE SIDING, FASCIA OR SOFFIT ARE ALLOWED. (Hose hangers, clothesline fittings, plant holders, lights, etc. are NOT allowed.)

SIGNS

1. No resident shall erect, post, or display any poster, sign or advertising material on or in the common or limited common areas at any time, without Board approval.
2. Block Watch and security signs must be displayed in the section of the front window closest to the door.
3. Beware of Dog signs can be displayed on the front door and are not to exceed 3 x 5 inches in size. Standard Beware of dog signs may be displayed on the gate.

**SMOKE
DETECTORS**

According to the State of Wisconsin, smoke detectors should be installed on every floor of your unit, within 8 feet of bedroom doors and/or at the top of landings (this includes the basement). Check and replace your batteries regularly.

**SNOW REMOVAL
(PARKING LOTS)**

For any snowfall of two inches (2") or more, the snow plowing contractor will arrive at Royal Orleans in the morning to plow out all the parking stalls and emergency areas. All vehicles must be removed from the parking lot by 8:00 a.m. and cannot return to the lot until snow removal has been completed. Vehicles that are NOT removed by 8:00 a.m. will be fined \$25.00 per snowfall. If a vehicle is still in the parking lot when plows arrive, an additional \$25.00 fine will be assessed. (Maneuvering plows and trucks around vehicles increases the time and expense we incur to clear our lots, and additionally, leaves areas snow covered.) The offending vehicle owner is also responsible for clearing all snow left in the parking stall and surrounding area due to the failure to remove his/her vehicle. Area Reps will display an orange colored flag in the lot as a reminder that plowing operations will take place. The flags will be displayed by 7:00AM upon confirmation with the snow plowing contractor and 2 or more inches of snowfall .

**SNOW REMOVAL
(SIDEWALKS)**

ROCA removes all snow from main sidewalks within 24 hours following each snowfall. However, residents are required to shovel the sections of sidewalk from the front and back doors of the condominium unit,

extending outward to the common sidewalk within 24 hours. If not cleared in 24 hours a \$25 fine will be issued. (Mail carriers will not deliver mail to units with unshoveled sidewalks).

SUMP PUMPS

A number of the units at Royal Orleans have sump pumps located within the confines of the basement of the condominium unit. These units are:

AREA "A": 6601, 6609, 6617, 619, 6629, 6637, 6651, 6665, 6671, 6661

AREA "B": 6540, 6548, 6556, 6566, 6572, 6582, 6588, 6598

AREA "C": 10102, 10112, 10120, 10126, 10132, 10144, 10152, 10160,
10168

(Additional units as may be discovered)

Units containing sump pumps must provide the Property Manager with either a key for the unit, or the name, address, and telephone number of persons nearby who have a key; which would only be used in emergency situations. Repair personnel must have access, should a malfunction occur, in order to protect the resident's personal property, as well as that of the neighbors.

Sump pumps shall be checked annually, at no charge to the Unit Owner, with prior written notification from the Property Manager. Denied access to unit for repair or maintenance personnel will result in a fine of \$25.00 a week until access is permitted.

WATER MAIN SHUT-OFFS

There is a main water shut-off located inside a unit in each of the three areas of ROCA:

AREA "A" 6605 AREA "B" 6584 AREA "C" 10110

FRONT WATER SPIGOTS

It is the responsibility of the resident in each of the units identified below to turn the front outside water on by May 1, and then to close and drain the spigot by November 1, of each year. Violations will result in a fine. Water spigots are located in the front of the following units:

AREA "A" 6603, 6613, 6621, 6623, 6629, 6639, 6649, 6659, 6669

AREA "B" 6542, 6550, 6560, 6568, 6576, 6584, 6588, 6598

AREA "C" 10104, 10112, 10116, 10126, 10132, 10142, 10150, 10160,
10168

(other units as may be determined)

WASHING VEHICLES

For safety reasons, Unit Owners shall not wash their vehicles in the street in front of the Units. Unit Owners' vehicles only may be washed in the parking lots.

EXHIBIT B

Royal Orleans Complaint Form

This form is intended to service and document complaints related to the daily operations of ROCA and should be used by residents and ROCA board members alike. These complaints will be delivered to our managing agency and considered at the board meeting held closest following the date of the complaint. This complainant is invited to attend the board meeting and present further evidence if needed. Otherwise this written document will be considered sufficient and will represent the submitted complaint.

Occurrence(s): Date, Type of Problem _____

Name of complainant(s) and unit number(s)

Please describe the individual or event that you wish to complain about. Include as much detail as you feel necessary. This detail includes names of other witnesses if possible, and the type of infraction you feel has been committed.

If you require additional room, please use the back of this paper.

What would you like the ROCA board to do about this complaint?

Signed: _____ Date: _____

EXHIBIT C

GUIDELINES FOR ROCA RECYCLING

PAPER, CARDBOARD, NEWSPAPER:

1. **FLATTEN** all boxes and cardboard containers of ANY kind.
2. Cardboard must be no larger than 2 feet square.
3. Paper or cardboard **CANNOT** have any food on it when it is placed in the recycling bin.
4. If paper or cardboard is contaminated (has food on it) it must go into the **GENERAL WASTE** dumpster.
5. Facial tissue, napkin, paper towels are **NEVER** recycled-they **ALWAYS** go into the **GENERAL WASTE** dumpster.
6. Newspaper, or paper of any kind, can be placed in **PAPER** bags when throwing it into the recycling bin.

PLASTIC, GLASS, TIN, AND ALUMINUM:

1. All **GLASS, PLASTIC BOTTLES, FOOD CANS** must be rinsed out before they are placed in the recycling bin.
2. Metal or plastic covers, caps and lids are **NOT** recycled-they go into the **GENERAL WASTE** dumpster.
3. Labels **MUST** be removed from tin cans; they can be placed in the **PAPER** recycling bin. (It is **NOT** necessary to remove labels from bottles or jars-plastic or glass.)
4. Only **PETE #1** or **HPDE #2** plastic can be recycled. Look for the number on the **BOTTOM** of the container and on the **TOP** of the lid. Lids are usually **#4** plastic and must be placed in the **GENERAL WASTE** dumpster.
5. Plastic bags can be used to hold general waste, and can be thrown in the **GENERAL WASTE** dumpster.
6. **DO NOT** use **PAPER** or **PLASTIC BAGS** when dumping glass, plastics, or cans **IN THE RECYCLING BIN**. **PAPER BAGS**, if empty, go into the **PAPER** recycling bin. **PLASTIC BAGS** go into the **GENERAL WASTE** dumpster.

PLEASE NOTE: It is very important that we ALL follow these guidelines. If items are not placed in the proper containers, the containers will not be emptied and the waste company that does our pickups will charge the Association for an extra pick-up for each contaminated container. In turn, the individual homeowners will be fined \$25.00 per occurrence.

EXHIBIT D

GUIDELINES FOR ROCA

GLASS, TIN, PLASTIC, & ALUMINIUM BIN:

ALL caps, lids, covers for these categories go into GENER WASTE dumpster and ALL items **MUST BE RINSED OUT:**

GLASS

glass (ALL colors)
jars (ALL colors)
bottles

ALUMINUM

cans only

TIN

coffee cans
food cans (remove labels)
ham cans

PLASTIC

butter tubs
detergent bottles
margarine tubs
milk bottles
soda bottles
Tylenol, etc. bottles
water bottles

CARDBOARD, NEWSPAPER Bin:

Beer cartons (Flattened)
billing invoices (gas, phone, electric, etc.)
cardboard (Flattened and cut 2 ft. square)
cash register receipts
catalogs
cereal boxes (Flattened & remove liners)
computer paper
construction paper
junk mail
labels (from tin cans)
loose leaf paper
magazines
microwave popcorn boxes (Flattened)
newspaper
paper bags (Flattened)
post-it notes
potato chip boxes (Flattened)
shoebboxes (Flattened)
soda cartons (Flattened)

RECYCLING

GENERAL WASTE DUMPSTER:

aerosol cans of any kind
batteries
candy/gum wrappers
caps (ALL kinds)
carbon paper
cardboard milk cartons
cellophane
ceramics
cereal box liners, foil, plastic
cloth/fabric
dishes
drinking glasses
facial tissue
foil
lids (ALL kinds)
light bulbs
mirrors
motor oil bottles
napkins
paper clips
paper towels
pencils/pens
photographs
pie plates
plastic cups
plastic sheet protectors
plastic silverware
plastic wrap
plate glass
polystyrene
pop tops
potato chip bags
printer ribbons
recording tape
rubber
slides
strapping material (metal, nylon, plastic)
straws (drinking)
string
styrofoam
toilet paper
transparencies
WAXED anything
wire



Royal Orleans Condo
Association
Board of Directors
Shaira Hanif, President
Lynn Barthel, Vice President
Donna Printz, Treasurer
Rae Brown, Secretary

TO: ROCA Residents
FROM: ROCA Board of Directors
DATE: 03/10/06
RE: New Rules and Regulations

Elite Properties, Inc.
Property Mgr. Cindy Ogden
P. O. Box 250826
Milwaukee, WI 53225
Ph. 414-463-2560
Fax 414-463-2561

Attached is a copy of the latest revision of the ROCA Rules and Regulations. Please read them carefully as changes were made in several areas, including but not limited to:

- Violations and enforcement procedures
- Fines
- Grievance Committee
- Media Access
- Requirement for parking tags

Please remember that ignorance of the Rules is not an acceptable excuse for violating them. If you have any questions, call Cindy at Elite Properties (414) 463-2560, or your Area Board Representative.

Thank you

Royal Orleans Board of Directors



NOTICE

To: All Royal Orleans Condominium Homeowners
From: Elite Properties, Inc. and Royal Orleans Board of Directors
Date: May 19, 2010
Re: New and Revised Rules and Regulations

Royal Orleans Condo
Association
Board of Directors
Mary Dauden, President
Helga Edwards, Vice President
Rita Nowotny, Treasurer
Erica Beil, Secretary

Elite Properties, Inc.
Property Mgr. Cindy Ogden
3415 N. 127th Street
Suite 300
Brookfield, WI 53005
Phone: 262-373-1777
Fax: 262-373-1731

Enclosed with this notice is a copy of the pages in the Royal Orleans Rules and Regulations that contain recent revisions or additions.

- Please note that on pages 1 and 13 there have been three **additions**, which include:
 - Page 1—ROCA Resident Forms must be fully completed and turned in before Memorial Day of each year. If the form is not turned in, a fine will be assessed starting at \$50.00 and graduating to \$300.00.
 - Page 1—Unit owners must provide proof of home owners insurance yearly before Memorial Day of each year. If proof of home owners insurance is not turned in, a fine will be assessed starting at \$50.00 and graduating to \$300.00.
 - Page 13—No alcoholic beverages are allowed inside the fenced in pool area. This includes the upper deck of the pool.

Also note that on pages 6, 14, and 15 there have been the following **revisions**:

- Exterior Changes, page 6—Nothing permanent may be constructed or placed in the patio area which will exceed the height of the fence without Board approval. Plantings in patio areas may exceed the fence height as long as they are kept trimmed, maintained and contained within the patio area.
- Snow Removal (Parking Lots), page 14—Area reps will display an orange colored flag in the lot as a courtesy that plowing operations will take place.
- Washing Vehicles, page 15—Unit owners may wash their vehicles in the street in front of the Units and/or the parking lots.

ROYAL ORLEANS CONDOMINIUM ASSOCIATION

The Board of Directors of the Royal Orleans Condominium Association (ROCA) is pleased to present you with your current copy of the Royal Orleans Condominium Association Rules and Regulations. This copy of the Rules and Regulations dated March 18, 2006 replaces all previous versions. Please take the time to read through them as all Unit Owners/Residents of ROCA and their guests are required to abide by these Rules and Regulations.

The Rules and Regulations are intended to enhance the enjoyment of the property, insure the safety of all Residents and their property and preserve the value of our investments. All regulations, restrictions, and covenants contained in the Declaration and the By-laws are incorporated as part of these Rules and are subject to enforcement policies. Additionally, State Statute Chapter 703 *Condominiums* requirements are incorporated into these Rules and Regulations.

GENERAL INFORMATION

AREA "A" has 37 units. This area faces Bourbon Street. All units have Bourbon Street addresses – 6601 through 6673 North Bourbon Street.

AREA "B" has 30 units. This area faces Bourbon Street and Kiehnau Avenue. All units also have Bourbon Street Addresses – 6540 through 6598 North Bourbon Street.

AREA "C" has 34 units. This area faces Kiehnau Avenue and Beale Street. All units have Kiehnau Avenue addresses – 10102 through 10168 West Kiehnau Avenue.

ROCA is comprised of 101 units constructed in 1972.

ROCA Resident forms must be fully completed and turned in before Memorial Day of each year. If the form is not turned in, a fine will be assessed starting at \$50.00 and graduating to \$300.00.

Unit Owners must provide proof of home owners insurance yearly before Memorial Day of each year. If proof of home owners insurance is not turned in, a fine will be assessed starting at \$50.00 and graduating to \$300.00.

BOARD OF DIRECTORS

In accordance with the Declaration and By-laws the Association is governed by a nine (9) member Board. One person will be elected each year from each area. The Board of Directors is responsible for the operation of the property. The Board enters into contracts with persons for snow removal, lawn care, tree/shrub maintenance, rubbish removal/recycling, pool maintenance, etc.

PROPERTY MANAGEMENT

Royal Orleans employs the services of a professional property management company.

The property management agent can be reached during normal business hours. In the event of an emergency they can be reached 24 hours a day.

not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

**ACCESS-
COMMON
AREA**

No Resident shall use the common areas in a way which would deny others the full use of these areas. There will be no obstructions of any common areas. Walks and drives shall be kept clean and free of bicycles, baby carriages, scooters, skateboards, toys, wagons, grills and like objects.

**CONDITION
OF UNITS**

The Unit Owner shall:

1. Maintain all components of the unit in good condition and repair.
2. Repair or replace torn screens, broken doors, broken or fogged windows. Doors and windows in their entirety are the responsibility of the Unit Owner.
3. Keep the patio area in a clean and neat condition, grass trimmed, free of weeds, debris, and trash.
4. Maintain a temperature in the unit of at least 50° degrees to avoid freezing of pipes. (Vacant units shall be winterized.)

**EXTERIOR
CHANGES**

1. No awnings or shutters shall be erected. Nothing shall be added or removed from the exterior of any building or common area, except with prior written approval by the Board of Directors—this includes interiors and exteriors of patio fences.
2. Entry doors, storm/screen doors or windows shall conform to all others in your respective area. Note: Due to the difficulty and expense to obtain doors and windows in the original style, the Board has approved several readily available similar styles that may be used when replacing doors and windows. Contact the Property Manager for a list of approved door and window colors and styles for your area.
3. Contact the property manager to obtain stain to touch-up patio areas, fences or gates.
4. Nothing permanent may be constructed or placed in the patio area which will exceed the height of the fence without board approval. Plantings in patio areas may exceed the fence height as long as they are kept trimmed, maintained and contained within the patio area.
5. Mailboxes or slots must conform in size and color.

**MEDIA
ACCESS**

Cable and Dish Installation Specifications for ROCA

1. There shall be no roof installations of any sort. Satellite dishes, aerials, antennas, cable wire, or any other type of media access shall not be placed on roofs.

12. No disposable diapers or fitted plastic pants are allowed in the pool. Only swim approved diapers (Huggies, Swimmers) are allowed on children who are not toilet-trained.
13. No running, pushing, wrestling or causing undue disturbance in or about the pool area is allowed.
14. No bandages of any kind are allowed in the pool. People with open sores, rashes or wounds are not allowed in the pool.
15. Unit Owners with outstanding and delinquent Association fees, special assessments and/or fines/fees will not be allowed use of the pool or pool area until such sums are paid in full.
16. No abusive or profane language, or breach of the peace, will be tolerated.
17. No inner tubes, life rafts, air mattresses, balls, toys or other play equipment may be used in the pool or pool area. Safety equipment or life preservers may be used for young children.
18. No pets of any type are allowed in the pool area.
19. No littering. Use the "butt cans" and waste receptacles provided for your convenience.
20. Street clothes are not allowed in the pool water. You must wear swimwear only.
21. No alcoholic beverages are allowed inside the fenced in pool area. This includes the upper deck of the pool.

There is no lifeguard on duty. Anyone using the pool or pool area does so at his/her own risk. The Association does not assume responsibility for any accident with such use, or for any loss or damage of personal property. **Unit Owners/Residents are responsible for all actions of their guests and children.**

Guests are NOT allowed when the pool becomes too crowded for residents. You must be a resident, 18 years of age or older, for guest privileges. Each unit is allowed only four (4) guests at any one time without the Board's prior permission.

All residents have a responsibility to help enforce these Rules. It is not the responsibility of the pool maintenance people to enforce the Rules.

Lawn chairs may be left at the pool for the season, but **MUST** be folded and stored in the corner of the cabana bar area. **CHAIRS MUST BE REMOVED AT THE END OF THE SEASON OR THEY WILL BE DISPOSED OF.**

Please report violations, in writing, on a complaint form to the property management office.

RECYCLING

All recyclables as outlined in the current "Guidelines for ROCA Recycling", attached as Exhibit C & D, shall be placed in appropriate bins. Improper disposal of recyclables will result in a fine.

SELLING

As outlined in the Declaration, the Association is afforded the Right of First Refusal before a conveyance is made. A selling condominium Unit Owner must give fifteen (15) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, lessee, or alienee.

SIDING

1. All grills must be a minimum of five (5) feet away from the siding.
2. NO ATTACHMENTS TO THE SIDING, FASCIA OR SOFFIT ARE ALLOWED. (Hose hangers, clothesline fittings, plant holders, lights, etc. are NOT allowed.)

SIGNS

1. No resident shall erect, post, or display any poster, sign or advertising material on or in the common or limited common areas at any time, without Board approval.
2. Block Watch and security signs must be displayed in the section of the front window closest to the door.
3. Beware of Dog signs can be displayed on the front door and are not to exceed 3 x 5 inches in size. Standard Beware of dog signs may be displayed on the gate.

**SMOKE
DETECTORS**

According to the State of Wisconsin, smoke detectors should be installed on every floor of your unit, within 8 feet of bedroom doors and/or at the top of landings (this includes the basement). Check and replace your batteries regularly.

**SNOW REMOVAL
(PARKING LOTS)**

For any snowfall of two inches (2") or more, the snow plowing contractor will arrive at Royal Orleans in the morning to plow out all the parking stalls and emergency areas. All vehicles must be removed from the parking lot by 8:00 a.m. and cannot return to the lot until snow removal has been completed. Vehicles that are NOT removed by 8:00 a.m. will be fined \$25.00 per snowfall. If a vehicle is still in the parking lot when plows arrive, an additional \$25.00 fine will be assessed. (Maneuvering plows and trucks around vehicles increases the time and expense we incur to clear our lots, and additionally, leaves areas snow covered.) The offending vehicle owner is also responsible for clearing all snow left in the parking stall and surrounding area due to the failure to remove his/her vehicle. Area Reps will display an orange colored flag in the lot as a courtesy that plowing operations will take place. The flags will be displayed by 7:00AM upon confirmation with the snow plowing contractor and 2 or more inches of snowfall .

**SNOW REMOVAL
(SIDEWALKS)**

ROCA removes all snow from main sidewalks within 24 hours following each snowfall. However, residents are required to shovel the sections of sidewalk from the front and back doors of the condominium unit,

extending outward to the common sidewalk within 24 hours. If not cleared in 24 hours a \$25 fine will be issued. (Mail carriers will not deliver mail to units with unshoveled sidewalks).

SUMP PUMPS

A number of the units at Royal Orleans have sump pumps located within the confines of the basement of the condominium unit. These units are:

AREA "A": 6601, 6609, 6617, 619, 6629, 6637, 6651, 6665, 6671, 6661

AREA "B": 6540, 6548, 6556, 6566, 6572, 6582, 6588, 6598

AREA "C": 10102, 10112, 10120, 10126, 10132, 10144, 10152, 10160, 10168

(Additional units as may be discovered)

Units containing sump pumps must provide the Property Manager with either a key for the unit, or the name, address, and telephone number of persons nearby who have a key; which would only be used in emergency situations. Repair personnel must have access, should a malfunction occur, in order to protect the resident's personal property, as well as that of the neighbors.

Sump pumps shall be checked annually, at no charge to the Unit Owner, with prior written notification from the Property Manager. Denied access to unit for repair or maintenance personnel will result in a fine of \$25.00 a week until access is permitted.

WATER MAIN SHUT-OFFS

There is a main water shut-off located inside a unit in each of the three areas of ROCA:

AREA "A" 6605 AREA "B" 6584 AREA "C" 10110

FRONT WATER SPIGOTS

It is the responsibility of the resident in each of the units identified below to turn the front outside water on by May 1, and then to close and drain the spigot by November 1, of each year. Violations will result in a fine. Water spigots are located in the front of the following units:

AREA "A" 6603, 6613, 6621, 6623, 6629, 6639, 6649, 6659, 6669

AREA "B" 6542, 6550, 6560, 6568, 6576, 6584, 6588, 6598

AREA "C" 10104, 10112, 10116, 10126, 10132, 10142, 10150, 10160, 10168

(other units as may be determined)

WASHING VEHICLES

Unit Owners may wash their vehicles in the street in front of the Units and/or the parking lots