

POLICY: Assessments, Fines and Late Fees of the MCCA

DATE: Adopted by the Board of Directors, June 20, 2023 and supersedes any earlier related documents.

Effective: June 20, 2023

Distribution: Emailed to Unit Owners for Inclusion in Unit Owner Handbook June 2023

Late payment of monthly assessments (commonly known as condo fees):

Monthly assessments are due the first calendar day of each month and are delinquent after the 15th day of each month. A late fee of \$25 will be due upon the 16th day of delinquency. See the MCCA Collection Policy for Delinquent Accounts for further information on late assessments and further actions.

Late payment of special assessments:

The due date is noted in the notification of a special assessment to the owner. The assessment becomes delinquent on the sixteenth (16) calendar day after the due date. A \$100 fine will be assessed against a Unit Owner. Refer to the MCCA Collection Policy for Delinquent Accounts for details and further actions.

Fines for violation of the Declaration, Amended Declarations, Bylaws, Rules and Regulations or Policies and Procedures of the Association:

The Owner will be notified of the violation including a due date for correction of the violation. The fine becomes delinquent on the sixteenth (16) calendar day after the due date. A \$50 fine will be assessed for each two (2) week period that a violation remains uncured. Refer to the MCCA Collection Policy for Delinquent Accounts for details and further actions.



POLICY: MCCA Collection Policy for Delinquent Accounts

DATE: Adopted by the Board of Directors on June 20, 2023. This policy replaces the policy adopted February 17, 2022

EFFECTIVE: June 20, 2023

DISTRIBUTION: Emailed to Unit Owners for Inclusion in Unit Owner Handbook June 2023

PURPOSE: Provide the Association's property manager with a policy and process to follow in collecting monthly assessments from Unit Owners. Educate Unit Owners about this process.

Wisconsin Statutes 703.165 defines assessments to include "regular and special assessments for common expenses and charges, fines, or assessments against specific units or unit owners for damages to the condominium or for penalties for violations of the declaration, bylaws, or association rules."

The MCCA annual assessment is paid in monthly assessments and are due on the first calendar day of each month. They are considered delinquent if not paid by the fifteenth (15th) calendar day of the month.

Regular assessments, special assessments and fines are made liable to Unit Owners with calendar due dates. If not paid by the due date, they become delinquent. Refer to the Assessments, Fines and Late Fees Policy for dollar amounts.

All notices sent to a Unit Owner are to the mailing address the Association has in its official records. Unit Owners are obligated to ensure the Association has a correct mailing address.

If a delinquency remains after 115 calendar days, the Association will begin legal action following the MCCA Bylaws, Article XI, Assessments. See the language under Bylaws in the Owner's Handbook. And, WI Statutes, Chapter 703, Condominiums, 703.165 Lien for unpaid common expenses, unpaid damages, and unpaid penalties.

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**POLICY: Master Deck/Patio/Balcony Policy and Guidelines
Version 6, May 2023**

DATE: Adopted by the Board of Directors, May 24, 2023

DISTRIBUTION: Emailed to Owners for Inclusion in Unit Owner Handbook May 2023

This version consolidates and supersedes all previous versions of documents related to decks, patios and balconies.

OVERVIEW

The purpose of this document is to summarize the Bylaws, Policies and Procedures that Middleton Conservancy Condominium Association (MCCA) currently has in place regarding decks, patios, balconies and related variations. Specifically, this document will look at:

1. Deck/Patio/Balcony Policy Statement
2. Approved paint and stain colors
3. Deck maintenance issues and responsibility.
4. Steps to follow if maintenance is required.
5. Types of decks, patios and balconies found in MCCA Units.
6. Types of variations allowed in MCCA Units.
7. Appendix – parts of a deck, deck policy quick reference

1. DECK/PATIO/BALCONY POLICY STATEMENT

All deck, patio, balcony, and porch areas are Limited Common Elements as defined in the Restated Declaration of Condominium for Middleton Conservancy Sections 1(j) and 6. According to the declaration, the Middleton Conservancy Condominium Association (MCCA) owns any and all of the materials used to create all decks, balconies and related railings and fascia boards as well as all patios that were part of the original construction.

MCCA is responsible for the ongoing maintenance, repair and/or replacement of all materials related to these areas with the following exceptions:

- A. The ongoing maintenance of all deck and balcony horizontal wood deck (floor) boards and stair treads is the responsibility of the individual Unit Owner. This maintenance includes any required cleaning, surface preparation, and staining/painting (with approved materials and colors only).
- B. All modifications made to the original construction become the property of the Unit Owner and the Unit Owner is responsible for all ongoing maintenance, repair and/or replacement. This responsibility is transferred to new owners at the sale of the unit. Examples of previously approved variations are described later in this document.

Any and all modifications or improvements made to these elements must be approved by the ARMC prior to any work beginning.

Owners desiring to make modifications must submit a request in writing to the ARMC. This request should include:

- A plan that included a detailed description of the modifications
- The vendor/contractor who will be hired to make the modifications
- The intended timeframe to complete the modifications
- A plan that addresses the impact on neighboring units (e.g., noise, hours of construction, debris removal, etc.)

All work should be done by a qualified contractor or installer familiar with the type of construction and quality found at MCCA. The work must also meet all current building codes that would apply, as determined by the City of Middleton Building Inspection Department.

Unit Owners are required to maintain modifications in good condition and must repair or replace any modified building elements that are in disrepair or are found to have deteriorated. Any such elements or modifications that are, in the sole judgment of the ARMC or the MCCA Board of Directors, in poor repair, unsightly, or causing damage to a Common Element or Limited Common Element shall be removed by the Unit Owner at their expense. The Association may require Unit Owners to remove or replace any unapproved or nonconforming modifications made to Common Elements or Limited Common Elements.

Unit Owners will have the sole responsibility for all costs related to the installation, maintenance, repair, replacement and removal of any approved architectural modifications.

When the Unit is sold, all items and appurtenances related to any modification shall be left in place.

The Unit Owner will continue to comply with the Rules and Regulations and the Policies of the MCCA including rules of structural integrity, unsightliness, obstructions, nuisances, and entry access required by the Association. The Unit Owner is responsible for costs associated with repair and maintenance of the area and of associated appurtenances involved in any modification, alteration, addition, or replacement and will be held liable for any damage to the Common Elements, Limited Common Elements or Condominium. The Unit Owner indemnifies the MCCA, its Agent/Manager, and its contractors from any and all damage caused to any by said modification, alteration, addition or replacement. This variance shall run with the Unit, shall be finding on and inure to the benefit of all parties having any right, title or interest in the Unit or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each owner thereof.

2. PAINT/STAIN COLORS APPROVED FOR DECKS/PATIOS/BALCONIES

Paint/stain color specifications for the deck, patio and balcony wood elements are as follows:

1. **Rear decks and porches** of all units for visible portions of the deck structures including railings, balusters, fascia, privacy fences/screens, porches, skirts or lattices, stairs, and posts: Benjamin Moore Arborcoat solid color stain, color 1543 "*Plymouth Rock*" (a light grey color). Deck (floor) boards should be painted or stained in a color as per the specification below.
2. **Front balconies and side decks** of townhouse and small ranch units facing Conservancy Lane including railings, balusters, privacy screens (3230/3300 only) and fascia: Hallman-Lindsay Timbershades 185 solid color stain, color 8468 "*Savannah Oaks*", (an off-white color), to match adjacent building trim. Deck (floor) boards should be painted or stained in a color as per the specification below.
3. **Horizontal deck (floor) boards** on all units: either Benjamin Moore color 1543 "*Plymouth Rock*", which will match the railings; OR Behr Premium Solid Color Waterproofing Wood Stain, base 5013, color SC-109 "*Wrangler Brown*" (the traditional color); OR a similar light brown, tan or grey color. Variations on these colors for deck boards are permissible; unit owners should inquire with ARMC if they wish to change the color of their deck boards to one not listed here.
4. **Deck infrastructure** (joists, beams, blocking, ledger board, and connectors) will not be painted or stained.

Paint from any manufacturer may be used, provided it is a color match to the above specifications.

3. MAINTENANCE ISSUES AND RESPONSIBILITY

Most of the components involved with decks, patios and balconies are Limited Common Elements for which the materials and maintenance are the responsibility of MCCA.

Exceptions include the maintenance of horizontal deck boards, stair treads, and any approved modification or variance (e.g., privacy screens, screened porch, replacement deck boards, etc.) which are all the responsibility of the Unit Owner.

The Association periodically has all decks, balconies and patios inspected by qualified engineers. After these inspections, the Association makes any repairs required to ensure that all Limited Common Elements are safe, functional, and aesthetically pleasing. MCCA maintains these elements in accordance with the applicable building codes in place at the time of original construction. Current building codes are used for any reconstruction. Here are some typical issues and the related responsibility:

- a. Handrails, balusters, fascia boards or support posts are loose, cracked or damaged. **Association is responsible.**
- b. Handrails, balusters, fascia boards or support posts need scraping, sanding, staining or painting. **Association is responsible.**
- c. Deck structural elements (beams, posts, joists) have become loose or need repair. **Association is responsible.**
- d. Horizontal wood deck boards or stair treads have become split, loose or detached. **Association is responsible**, including initial stain/paint applied to new boards replaced by the Association.
- e. Horizontal wood deck boards or stair treads need power washing, sanding, staining or painting. **Unit Owner is responsible.**
- f. Privacy fence/screen (except Center Ranch and Small Ranch units) or lattice skirt needs painting, repair or replacement. **Unit Owner is responsible.**
- g. Interior or exterior of screened porch needs sanding, staining, painting, repair or replacement. **Unit Owner is responsible.**
- h. Any damage to the exterior or interior of a unit caused by a variation or modification such as a screened porch, privacy fence or screen. **Unit Owner is responsible.**
- i. Cement patio has become cracked or split and needs repair. **Association is responsible.**
- j. Cement patio has become dirty or stained and needs cleaning or power washing. **Unit Owner is responsible.**

A table summarizing the policy and maintenance responsibilities can be found at the end of this document.

4. STEPS TO FOLLOW IF MAINTENANCE IS REQUIRED

(NOTE: these steps are for maintenance issues only. Any “variation” requests require prior ARMC and/or Board approval as per MCCA policy (see section 1 above).

If you have an issue that is identified above as being the responsibility of the Association, submit a maintenance request form to the condominium property manager. If confirmed as an Association responsibility, the property manager will work with you to schedule an inspection and/or repair or replacement at a time that will be as convenient as possible.

If the issue is identified as a Unit Owner responsibility, you may engage a qualified contractor of your choice or complete the work yourself if you so desire. If you are unsure who to use for such a project, you may contact the property manager for suggestions.

If you have any questions related to the maintenance of decks, balconies, railings, porches and patios, please contact the property manager or ARMC for guidance.

5. TYPES OF DECKS, PATIOS AND BALCONIES FOUND IN MCCA UNITS

Decks/Patios/Balconies that were part of the original construction at MCCA were generally built during Phase One from 1997 – 1999 and Phase Two 2000 – 2002. While there are some slight variations from Phase One to Phase Two, and some minor variations from unit to unit, the overall architectural and construction guidelines are similar and consistent. This visual consistency is regarded as an important aspect of the “curb appeal” of our development and the related high property value historically associated with MCCA. Because of this, the design and ongoing maintenance of these Limited Common Elements are considered to be highly important. See Appendix A for an illustration describing the parts of a deck.

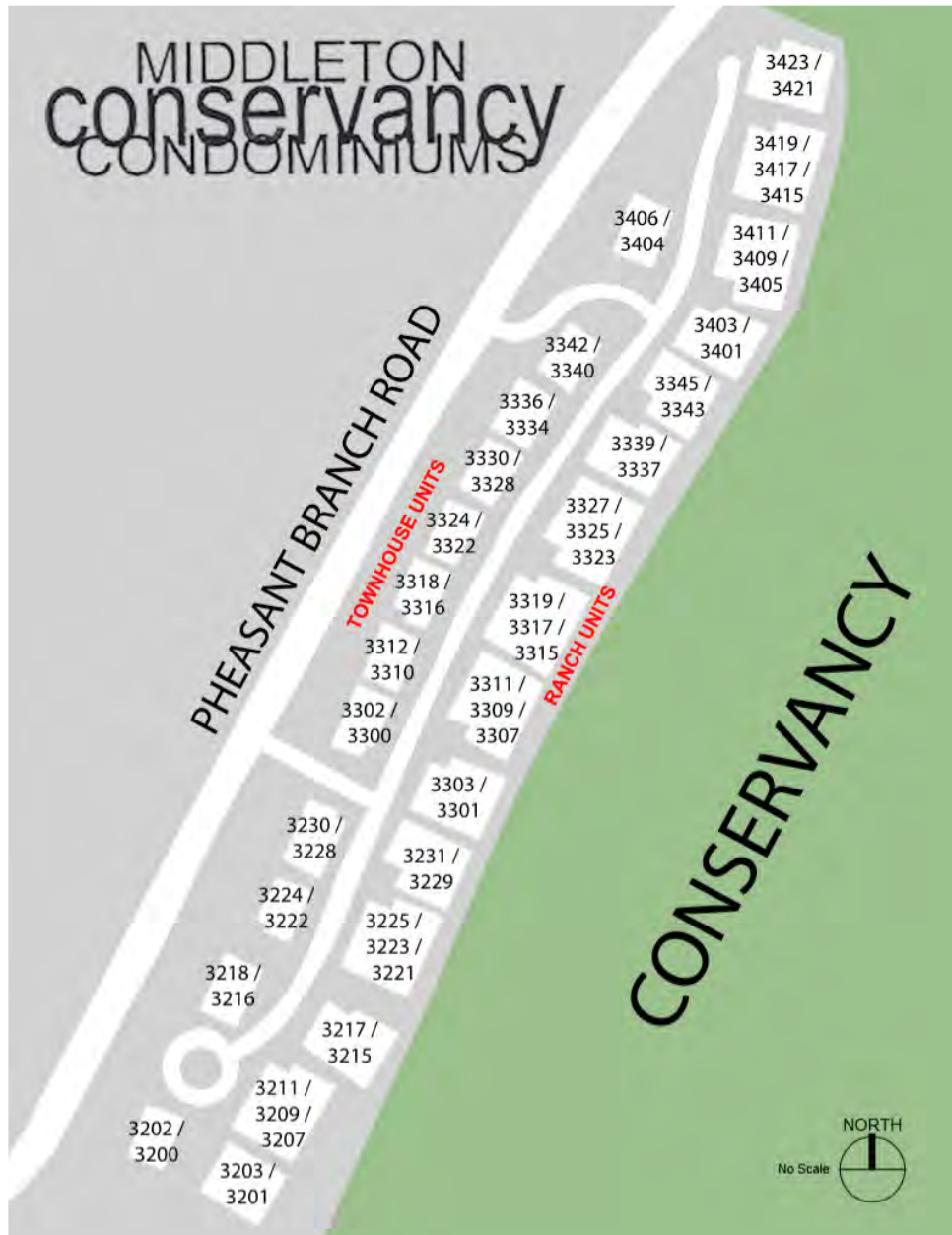


Illustration from Siebers, 2020

A. Townhouse Units

(See next section for variations allowed)

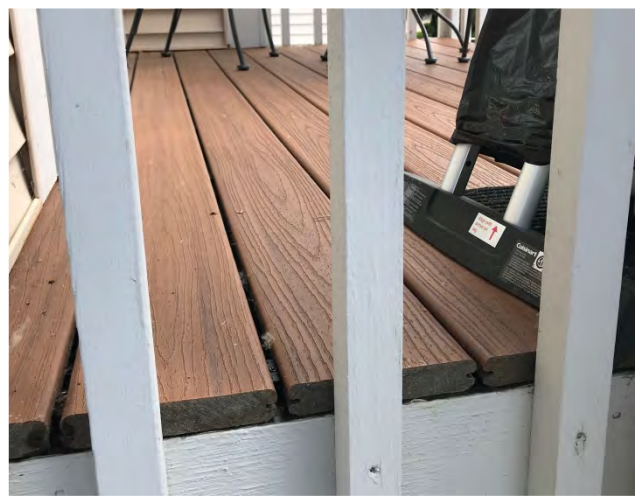
Front Balconies

Most townhouse units have an upper balcony that faces east and looks out over Conservancy Lane. These balconies are constructed of wood. The fascia, support posts, spindles/balusters and handrails/top rails are all painted on both sides with a color matching the adjacent trim. The maintenance of these elements is the responsibility of the Association.

The balcony deck boards are also wood but are stained/painted on the top side only to match other decks. The maintenance of these deck boards, including staining/painting is the responsibility of the Unit Owner. If needed, repair and replacement of deck boards is the responsibility of the Association.



Townhouse Unit balcony with painted fascia, railing and balusters. (photo: Siebers)



Townhouse Unit balcony with composite deck boards replaced by Unit Owner (Trex® Transcend Tiki Torch) (photo: Siebers)

Rear Decks and Stairs

Some townhouse units also have a rear deck that faces west and looks out toward Pheasant Branch Road. The fascia, support posts, balusters, handrails/top rails and deck boards are all stained or painted in the same color scheme as the ranch unit decks facing the conservancy. Some townhouse units have only stairs with no deck. The Association is responsible for the maintenance, repair or replacement of all of these elements with the exception of maintenance of deck boards and stair treads, which is the responsibility of the Unit Owner. If needed, repair and replacement of deck boards is the responsibility of the Association.

Screened Porches

Some townhouse units also have a rear screened porch that faces west and looks out toward Pheasant Branch Road. These non-standard elements are all the responsibility of the Unit Owner. The materials must meet the architectural standards of the Association and must be stained/painted using the same color approved for use on decks throughout the rest of the development.

B. Ranch Units

(See next section for variations allowed)

Rear Decks

Most ranch units have either one or two rear decks that face east and look out toward the Pheasant Branch Conservancy. The fascia, support posts, balusters, handrails and deck boards are all stained or painted in the same color scheme used for decks throughout the condominium. The seven center units in triplex buildings also include privacy screens that were part of the original construction. The Association is responsible for the maintenance, repair or replacement of all these elements with the exception of the deck board maintenance, which is the responsibility of the Unit Owner.



Ranch Unit with both upper and lower decks (photo: ARMC)

Screened Porches

Some ranch units also have a screened porch that face east and look out toward the Pheasant Branch Conservancy. These non-standard elements are the responsibility of the Unit Owner for any needed maintenance, repair or replacement. The materials must meet the architectural standards of the Association and must be stained/painted using the same color scheme approved for use on decks throughout the rest of the development.



Ranch Unit with upper deck and lower screened porch (photo:ARMC)

Patios

Some ranch units have a lower-level patio rather than a wood deck facing east to look out over the Pheasant Branch Conservancy. These are constructed of either poured concrete or paver blocks. These elements are original and are the responsibility of the Association. In some cases, these patios have been enclosed to create a screened porch.



Ranch Unit with upper deck and lower concrete patio, (shown in old color) (photo: Siebers)

C. Small Ranch Units

Side Decks

There are four units on the west side of Conservancy Lane that are different than the rest – units 3202, 3216, 3230 and 3300. These are referred to as Small Ranch Units. These units do not have balconies, but instead have side decks that face Conservancy Lane. Like the townhouse balconies, these decks have deck boards that are stained brown or grey, but the fascia, railings, balusters, and stairs are all painted to match adjacent trim. The maintenance of the painted elements is the responsibility of the Association. The maintenance of the deck boards and stair treads is the responsibility of the Unit Owner.



Small Ranch Unit side deck with painted railing (photo: Siebers)



Small Ranch Unit side deck with privacy fence (photo: Siebers)

Two of these Small Ranch Units -- #3230 and #3300 – are on a corner and flank the south driveway. These side decks include privacy screens that were part of the original construction. Therefore, the maintenance, repair and replacement of these screens is the responsibility of the Association.

6. TYPES OF VARIATIONS ALLOWED

To accommodate the desires of Unit Owners who wish to personalize their units, MCCA has been flexible in allowing several types of variations to decks, patios, and balconies.

Please note that all such variations require prior approval from the ARMC. Please refer to Section 1 – Policy Statement for complete details of the approval process.

Some of the variations granted in the past have included:

Deck Boards

A popular modification is to replace the existing pressure-treated wood deck boards of decks or balconies with a different material. Usually this is a maintenance-free composite or other material. In some cases, this has been a different type of wood, such as cedar.

Some Unit Owners who have an upper deck and a lower screened porch have also replaced their wood deck boards with a seamless waterproof material made of aluminum or other maintenance-free materials. Such flooring may eliminate the need for a roof over the lower screened porch.

Once any such replacement is made, the Unit Owner is fully responsible for these new materials, plus any ongoing maintenance and/or replacement that may be required in the future.

When considering composite flooring, Unit Owners are encouraged to consider colors that match or closely correspond to the colors listed in the paint/stain color specifications above. If you submit a request to ARMC to replace your deck boards, be sure to specify the brand, style, model, and color of the product you would like to use.

Deck Railings

Some owners have opted to replace the existing pressure-treated wood railing (balusters, posts, and top rail) with a new railing made of other materials. At this time, the only permitted variation is a cable-type railing system. This is comprised of fascia-mounted aluminum posts and top rail in a brown or bronze color, with a horizontal stainless steel cable infill. If you submit a request to ARMC to replace your railing, be sure to specify the brand, style, model, and color of the product you would like to use.



*Townhouse Unit with a cable railing mounted on fascia
(photo: Badgerland Exteriors)*

Privacy Screens or Fences

These have typically been constructed of vertical wood slats secured to an existing deck or screened porch at an angle that provides visual privacy between units. Screens must be painted to match the deck railings and fascia. All maintenance, repair, or replacement of these non-standard elements, including materials, staining or painting is the responsibility of the Unit Owner. Privacy screens on Center Ranch and Small Ranch units were part of the original construction and are therefore not considered to be variations but are the responsibility of the Association.



Ranch Unit with privacy screens (left) and screened porch (photo: ARMC)

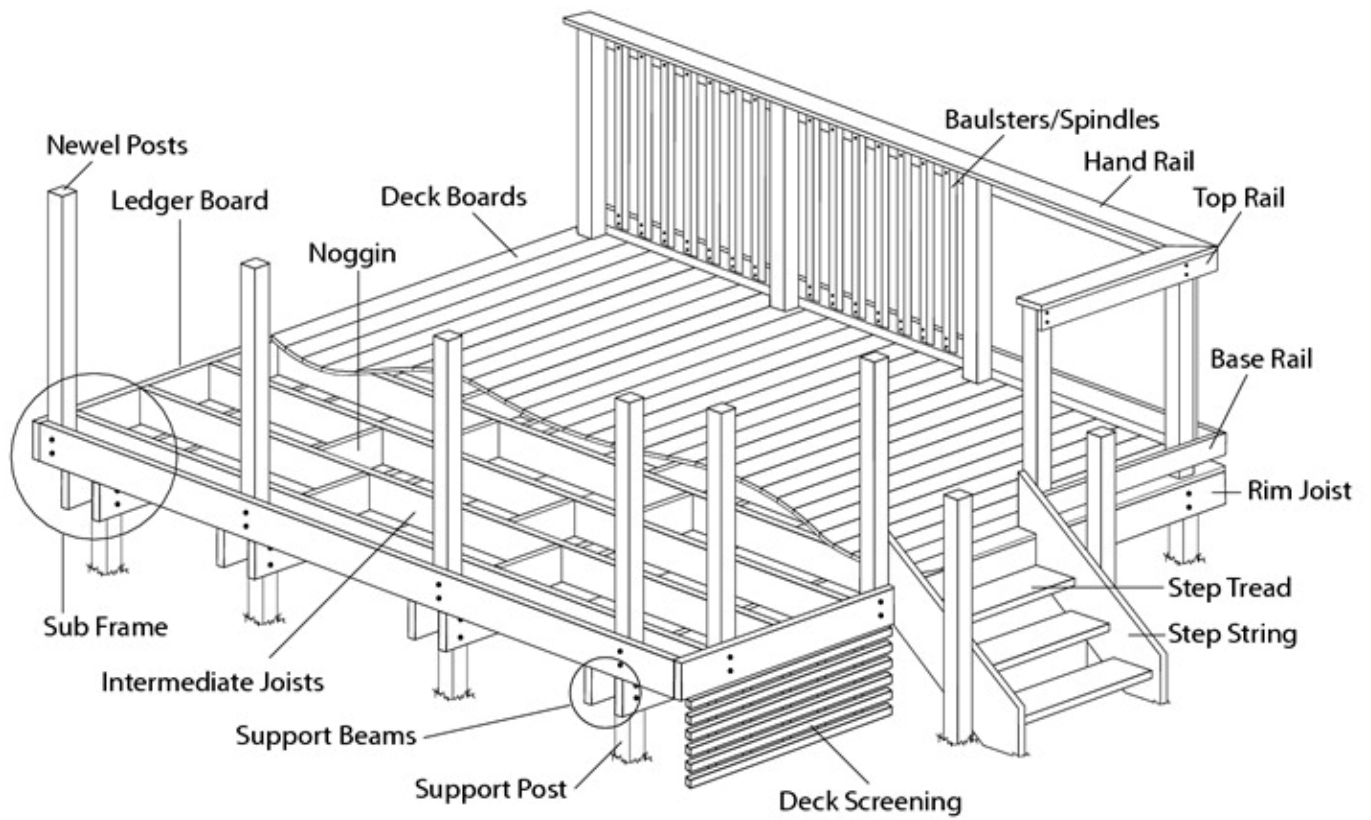
Screened Porches

There are several variations of these non-standard elements throughout our development. While some variations exist, the goal is to have them look as consistent as possible when viewed from a distance. All materials used in constructing screened porches, as well as all maintenance of these non-standard elements – both interior and exterior-- including staining or painting is the responsibility of the Unit Owner. The color of the stain or paint must match the color of other units; refer to the paint/stain color specifications listed above.

Lattices and “skirts”

Some units have a small, screened lattice fence or “skirt” attached to a bottom level deck. These non-standard elements are the responsibility of the Unit Owner for any needed maintenance, repair or replacement. The materials must meet the architectural standards of the Association and must be stained/painted using the same color scheme approved for use on decks throughout the rest of the development.

Appendix A – Parts of a Deck



MCCA Deck Policy Quick Reference

In general, most of the components involved with decks, patios and balconies are Limited Common Elements for which the materials and maintenance are the responsibility of MCCA.

Exceptions include the maintenance of horizontal deck boards and any approved variances (i.e., privacy screens, screened porch, replacement deck boards, etc.) which are all the responsibility of the Unit Owner.

Please see the MCCA Master Deck/Patio/Balcony Policy and Guidelines for details and examples. Contact the Architectural Review and Maintenance Committee with questions.

Deck Component	Description	Maintenance Responsibility	Repair and Replacement Responsibility
		<i>Includes cleaning, scraping, sanding, and staining/painting</i>	<i>Includes demolition/removal, new materials, stain/paint</i>
Deck and balcony structural elements footings, posts, beams, and joists	Original construction of wood, metal, or concrete	MCCA	MCCA
Horizontal deck and balcony "floor" boards, including stair treads	Original construction or MCCA-replaced pressure treated wood	Unit Owner	MCCA
	Any upgrades, variations or modifications made by a prior or current owner, e.g., composite or cedar boards	Unit Owner	Unit Owner
Deck and balcony railings balusters, rails, posts, fascia, and trim	Original construction or MCCA-replaced wood	MCCA	MCCA
	Any upgrades, variations or modifications made by a prior or current owner, e.g., cable system or metal railing.	Unit Owner	Unit Owner
Privacy screens	Original construction (7 center ranch triplex units and 2 small ranch units)	MCCA	MCCA
	Prior or current owner installed, or any upgrades, variations or modifications made to original construction	Unit Owner	Unit Owner
Screened Porches	Prior or current owner-installed, including framing, ceilings, screens, fixtures, etc.	Unit Owner	Unit Owner
Patios excluding any screened porch component	Poured concrete from original construction	MCCA	MCCA
	Bricks/blocks installed by a prior or current owner	Unit Owner	Unit Owner



POLICY: Distribution of Hard Copy of Association Documents to Unit Owners

DATE: Adopted by the Board of Directors June 20, 2023
Effective: June 20, 2023

PURPOSE: The MCCA Bylaws do not specify how “written notice” must be made to Unit Owners. The Association’s practice is to make such notice via email. Information relating to the governance of the Association is added to Appfolio. Unit Owners receive most Association documents such as Board of Director Meeting Agenda, Minutes, new or revised Rule and Regulations, Policies, etc. to the email address they provide to the Association. Some unit owners may face challenges in receiving documents via email. This policy describes how the Association will review a request by a Unit Owner to receive hard copy via USPS mail or hand delivery of these documents. And the policy creates a minimal fee to be paid by a Unit Owner to the Association for such delivery.

POLICY STATEMENT:

Unit Owners must make a request for hard copy in writing to the Association’s property manager.

Unit Owners shall be informed by the manager upon their request of options to consider to continue receipt of emailed notices from the Association, such as a proxy email recipient or use of a public computer (Middleton Public Library, for example).

After such consideration, Unit Owners choosing to receive hardcopy of Association documents must pay an annual Hard Copy Service Fee of \$48. This fee is warranted to cover the administrative costs (printing, postage, property manager time) to the Association to provide the service.

The fee is due upon the first month of service, prorated by the number of months remaining in that calendar year, and on January 1 of each year. For example, if service begins on any date in July, the fee is \$24. If the service begins on any date in November the fee is \$8.

The Association's property manager will bill Unit Owners for the fee. The service will be terminated if a Unit Owner fails to pay the fee by January 31 of any calendar year.

Documents will be delivered by USPS mail to the Unit Owner's address and be limited to the following:

- a. Board of Director Agendas
- b. Board of Director Meeting Minutes
- c. New or revised Rules and Regulations
- d. New or revised Policies
- e. Annual Owners Meeting Documents including Elections and Budget

MIDDLETON conservancy CONDOMINIUMS

POLICY: Enforcement of Bylaws, Rules and Regulations, and Grievance Procedure

DATE: Approved by Board of Directors, August 21, 2002

PURPOSE: Define responsibility of Association members and the Board of Directors for the enforcement of the Bylaws and Rules and Regulations, and define the grievance procedure in case of conflict.

POLICY STATEMENT:

The Bylaws of the Middleton Conservancy Condominium Association are approved by its membership. The Rules and Regulations of the Middleton Conservancy Condominium Association are the responsibility of its elected Board of Directors. Each Association member is expected to read and comply with the Bylaws and the Rules and Regulations. Members are expected to enforce the Bylaws and Rules and Regulations. In case of conflict, the Board of Directors has the ultimate responsibility for enforcement and resolution of conflict. The Board of Directors has the authority to set and levy fines for non-compliance.

PROCEDURE:

1. Association members are expected to have current knowledge of the Bylaws and Rules and Regulations. If members note a violation by another member, they are encouraged to inform their neighbor of the violation in a friendly and courteous manner. It will always be assumed that the violation occurred as a result of lack of knowledge.
2. If the members cannot resolve the issue, the matter will be referred to the Board of Directors. Each member will be asked to submit their understanding of the Bylaw or Rule and Regulation in question, with an explanation of the violation.
3. The Board of Directors will review the written materials within 2 weeks of receipt and issue a ruling.
4. If either party disagrees with the ruling, an appeal may be filed with the Board of Directors. An appeal must be filed within 10 days of receipt of the original ruling.
5. The Board of Directors will hold a hearing with the parties in dispute. Following the hearing, the Board will issue its final ruling. Both parties will be notified of the ruling, with a time line for addressing the violation and the fines and penalties to be incurred if the violation is not cured.
6. The laws of the State of Wisconsin will have precedence over any Bylaw, Rule or Regulation currently in force for the Association.



the CONSERVANCY CONDOMINIUMS

POLICY: Eradication of Insects and Pests

DATE: Approved by Board of Directors on March 8, 2006
Revised version approved by Board of Directors on February 17, 2022

PURPOSE: Define responsibility of Unit Owners and the Board of Directors regarding the eradication of insects and other pests.

POLICY STATEMENT:

In the event insects that cause structural damage (e.g., carpenter Ants or termites) or cause injury (e.g., hornets or wasps) are discovered in the Condominium, the Board of Directors is responsible for taking actions necessary to eradicate the insects. The same policy will include bats. The cost shall be paid as a common expense. If such action involves the use of pesticides or other toxic material, the Unit Owner is encouraged to notify adjacent neighbors in advance of the date and time of such application so that there is adequate time to respond.

In the event insects that do not cause structural damage or injury (e.g., box elder bugs or asian beetles) or mice are discovered in the Condominium, it is the Unit Owner's responsibility and expense to take such measures as the Unit Owner believes necessary for the situation. Prior to taking such measures, the Unit Owner must notify the Chairperson of the Architectural Review and Maintenance Committee (ARMC), or if not available an Officer of the Association beginning with the President and provide information regarding the planned measures in order to allow adequate time for a response prior to implementing the planned measures. If such measures involve the use of pesticides or other toxic material, the Unit Owner is encouraged to notify, in advance, all adjacent Unit Owners of the date and time of such application so that there is adequate time to respond.

RATIONALE: Certain insects and pests present a danger to the Common Elements and area a Board responsibility, while others are a nuisance but do not threaten Common Elements.

The logo features the word "the" in a cursive script on the left, followed by "CONSERVANCY" and "CONDOMINIUMS" in a bold, gold, serif font on a dark blue rectangular background.

the CONSERVANCY CONDOMINIUMS

POLICY: Information for Selling or Purchasing a Middleton Conservancy Condominium Unit

DATE: Approved by the Board of Directors April 26, 2023
Effective: April 26, 2023

PURPOSE: MCCA Unit Owners have in the past attempted to obligate the Association to make repairs, replacements or improvements to Common Elements attached to or around their unit as part of a sale contract with a buyer. This Policy provides information to Unit Owners that are selling or prospective buyers of a unit and avoidance of future such attempts.

POLICY STATEMENT: Units are sold with all Common Elements and Limited Common Elements in 'as is' condition. The Association is not a party to any contract to sell a unit. That contract is strictly between a unit seller and unit buyer. Unit owners must not represent to a prospective buyer that any common element will be repaired, replaced, or improved as part of a sale. A sales offer may include a contingency for a qualified home inspector to perform a home inspection only of the Unit and any Limited Common Elements. Common or Limited Common Elements identified by a contractor or home inspector as needing repair or maintenance should be reported to the property manager via a routine maintenance request.

The WB-14 Residential Condominium Offer to Purchase requires a Buyer be given several Association documents, including Declarations, By-Laws and Rules and Regulations.

Unit owners cannot rely upon any statements made to them by Board Directors or Committee Members, either verbally or in writing, regarding repairs, replacements, or improvements of common elements. Repairs, replacements, or improvements that are recorded and published in the Association's Property Manager's system for managing repairs, replacements or improvements can be disclosed to a prospective buyer. But any such repairs, replacements or improvements are addressed in routine fashion and are not in any way prioritized or advanced for a unit to be sold.

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POLICY: Inspection and Cleaning of Wood Burning Fireplaces

DATE: Approved by Board of Directors March 8, 2006

PURPOSE: Establish guidelines for the inspection and cleaning of wood burning fireplaces

POLICY STATEMENT:

All wood burning fireplaces must be inspected annually by a qualified person or firm. The Unit owner must provide a copy of the inspection report to the Insurance Committee Chairperson. If a cleaning is done, the Unit owner must report to the Insurance Committee Chairperson when the cleaning was completed. The cost of inspection and cleaning are the responsibility of the Unit Owner and not the Association.

The Insurance Committee Chairperson shall provide at the January Board meeting a written report of the inspections and cleanings for the prior calendar year.

RATIONALE: Fire prevention and safety of buildings are Association concerns.

MOTION regarding responsibility for all costs related to light tubes and skylights.

It is moved by the Documents Committee that the Board of Directors of the Middleton Conservancy Condominium Association, Inc. adopt the following policy pertaining to installing, maintaining, repairing, replacing, or removing light tubes and skylights.

Policy: Installation and responsibility for sky tubes and skylights.

Date: Approved by Board of directors, May 13, 2008.

Unit Owners have the sole responsibility for all costs related to the installation, maintenance, repair, replacement, and removal of light tubes and skylights, whether said light tubes and skylights were a part of the initial construction or were subsequently added.

Installation of a light tube or a skylight must:

- have prior approval by the ARMC Committee and the Board of Directors.
- be done by a competent contractor familiar with construction involving roof penetration.
- be at least three feet away from any valley or chimney so as to avoid penetrating metal flashings.

In addition:

The Unit Owner(s) is responsible for all costs associated with any exterior maintenance of the building resulting from the installation, presence, or removal of a light tube or a skylight, and for any maintenance that would be required to restore the building to its original condition should they decide to remove said light tube or skylight.

The Unit Owner(s) will continue to comply with the Rules and Regulations and the Policies of the MCCA including rules on structural integrity, unsightliness, obstructions, nuisances, and entry access by the Association. The Unit Owner is responsible for costs associated with repair and maintenance of the area and of associated appurtenances involved in any modification, alteration, addition, or replacement and will be held liable for any damage to the Common Element, Limited Common Element, or Condominium. The Unit Owner indemnifies the MCCA, its Agent/Manager, and its contractors from any and all damage caused to and by said modification, alteration, addition, or replacement. This variance shall run with the Unit, shall be binding on and inure to the benefit of all parties having any right, title or interest in the Unit or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each owner thereof.

Should the Unit Owner sell, all items and appurtenances related to the light tube or skylight will be left in place.

MOTION regarding television satellite dishes.

It is moved by the Documents Committee that the Board of Directors of the Middleton Conservancy Condominium Association adopt the following amended policy pertaining to the approval, installation, maintenance, and removal of satellite dishes by Members of the Association.

Policy: Television Satellite Dishes

Date: Approved by Board of directors, August 20, 2002

Amended by Board of Directors, May 3, 2004

Revised by Board of Directors, May 13, 2008.

Installation of a television satellite dish must have prior approval by the ARMC Committee and the Board of Directors. A satellite dish may be installed on the ground or on the outside of a Unit provided that:

- A request and plan are filed with, and approved by, the Architectural Review and Maintenance Committee and the Board of Directors.
- The dish is no larger than 36" in diameter.
- The dish is mounted in an inconspicuous location:
 - Ground location, hidden from the street, properly landscaped.
 - Directly under the eaves, hidden as much as possible from the street.
 - Roof mounting, using a roof mounting bracket, on roof slope away from street visibility.
 - Chimney mounting, hidden as much as possible from the street and neighbors.
 - Consideration is given to locating all wires in the chimney trace or, if that is not practical, in the most inconspicuous place available.
 - Every effort is made to hold to one satellite dish per building.

In addition:

Installations that involve roof penetrations must be done by a competent roofing contractor. The contractor will be required to install an approved satellite mounting plate. All penetrations are to be caulked with elastic roofing cement. All supporting strut penetrations are to be at least three feet away from any valley so as to avoid penetrating metal valley flashings.

All costs of installation, maintenance, and removal are the responsibility of the Unit Owner who has received approval. If, at a later date, or coincident with the request, other Unit Owners in the same building wish to hookup they, must be allowed to do so. Subsequent wiring to the already installed device will be paid for by the Unit Owner requesting and receiving approval to hookup.

The Unit Owner(s) is responsible for any additional exterior maintenance of the building resulting from the installation of the dish, and for any maintenance that would be required to restore the building to its original condition if the dish is removed.

The Unit Owner(s) will continue to comply with the Rules and Regulations and the Policies of the Middleton Conservancy Condominium Association, Inc.(MCCA) including rules on structural integrity, unsightliness, obstructions, nuisances, and entry by the Association. The Unit Owner is responsible for the cost to install the satellite dish and repair and maintenance of the area attached to the satellite dish and its wiring and will be held liable for any damage to the Common Element, Limited Common Element, or Condominiums. The Unit Owner indemnifies the MCCA, its Agent/Manager, and its contractors from any and all damage caused to and by the satellite dish and its wiring. This variance shall run with the Unit, shall be binding on and inure to the benefit of all parties having any right title or interest in the Unit or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each owner thereof.

Should the Unit Owner sell, all mounted items, be it dish, hardware or wiring, will be left in place.

MIDDLETON conservancy CONDOMINIUMS

POLICY: Line of Sight Antenna or Satellite Dishes

DATE: Approved by Board of Directors, August 20, 2002
Amended by Board of Directors, May 3, 2004

Television Dishes and Antennas

A "line-of-sight" television antenna (for receiving the signal offered by SkyCable or other provider) may be installed providing:

- It is mounted on a chimney.
- Only one antenna will be mounted on a building and it must be capable of providing service to all units of that building.
- It can be a 7" Yagi antenna of a gird 18" x 24" or less.

A television satellite dish may be installed providing:

- It is mounted at the highest point but below the eaves.
- It is 18" in diameter or less.

In addition:

Prior to installation, approval must be requested from the Architectural Review and Maintenance Committee and the Board of Directors.

Any cost of installation will be paid for by the unit owner who has received approval. If, at a later date, other unit owners in the same building wish hookup they must be allowed to do so. Subsequent wiring to the already installed device will be paid for by the unit owner requesting and receiving approval to hookup.

Should the unit owner sell, all mounted items, be it dish, antenna, hardware or wiring, will become property of Middleton Conservancy Condominium Association, Inc. and will be left in place.

POLICY: Radon Reduction Actions

DATE: Approved by Board of Directors January 23, 2018

PURPOSE: Establish standards for radon reduction actions at units

POLICY STATEMENT:

A unit owner may take actions to reduce radon at the unit owner's unit. The unit owner is responsible for the cost and installation of the radon reduction actions and for any repair and maintenance of the radon reduction actions and for the cost of meeting any of the requirements set out below if the radon reduction actions would affect condominium common elements.

If the radon reduction actions for a unit affect any condominium common elements, the radon reduction actions also shall meet the following requirements:

Radon measurement shall be done by a radon measurement services agency or contractor that is identified by the Wisconsin Department of Health Services or by a State, Dane County, or City of Middleton public health agency.

Based on the results of the radon testing, the actions shall be appropriate under the recommendations by the Wisconsin Department of Health Services or by a State, Dane County or City of Middleton public health agency.

Radon reduction actions shall be done by a certified radon mitigation (reduction) contractor identified by the Wisconsin Department of Health Services or by a State, Dane County, or City of Middleton public health agency. Radon reduction actions shall conform to any applicable federal, state, or local requirements.

Prior to taking the radon reduction actions, the unit owner shall submit the plan to the management agency.

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POLICY: Rental of Unit

DATE: Approved by Board of Directors February 11, 2004

PURPOSE: Establishing guidelines and procedures regarding rental of a Unit.

POLICY STATEMENT:

I. Rental by Unit Owner

If subsequent to an owner's purchase and occupancy of the owner's Unit the owner wishes to lease the owner's Unit as a result of the owner's illness, temporary relocation for purposes of employment or other similar bona fide reason, the owner may lease the owner's Unit, but only upon compliance with the following conditions:

(a) Any lease shall be in writing and on a form that conforms to all legal requirements and the Unit Owner must abide by any laws, ordinances and regulations in the leasing of the Unit. The lease shall identify all legal residents in the Unit and the day and evening telephone number of the tenant.

(b) Before signing any lease, the owner shall submit the proposed form of lease to the Board, together with a written memorandum to the Board giving the reasons why the owner needs to lease.

(c) The term of the lease shall be commensurate with the bona fide purpose.

(d) The lease must include the following:

1. The tenant, legal residents and guests will abide by the Declaration, Bylaws, Rules, Regulations, Policies and documents of the Association.
2. If there is a violation of the Declaration, Bylaws, Rules, Regulations, Policies and documents of the Association, the tenant upon notification shall have ten (10) calendar days to cure the violation. If the violation is not cured, a fine of not less than \$50.00 nor more than \$250.00 per day shall be imposed and the tenant shall have five (5) calendar days to cure the violation. After fifteen (15) calendar days, the daily fine rate is doubled each day until compliance or eviction is commenced.

(e) Any fines, as well as costs attributable to the actions of the tenant are the responsibility of the Unit Owner.

(f) The Unit Owner must furnish the tenant with copies of the Declaration, Bylaws, Rules, Regulations, Policies and documents of the Association including any changes or additions.

(g) The Unit Owner is responsible for the cost of any damages caused by the tenant, to the Unit, Common Elements and Limited Common Elements including deductibles on the Association Master Policy.

(h) The Unit Owner is responsible for the payment of all assessments, fees and charges.

(i) The Unit Owner is responsible for obtaining the appropriate approvals from his or hers insurance carrier and mortgagor, if applicable, and providing copies along with the other required documents.

The Board shall approve the lease if the Board in its reasonable judgment believes the owner has bona fide reasons for entering into the lease. But if the Board in its reasonable judgment does not believe the owner has bona fide reasons for entering into the lease, the Board shall refuse consent to the leasing and the owner shall not lease the Unit. The Board shall be irrevocably presumed to have consented to any lease if its does not give the owner written notice of the Board's refusal of consent within ten business days after the Board receives the owner's proposed lease and memorandum. If the Board withholds consent, it shall give the owner written notice of the reason or reasons for the Board's decision.

Any owner whose leasing of a Unit has been approved shall furnish a true and correct copy of the lease to the Board, and shall inform the Board of the names of all persons who will occupy the Unit under the lease. The owner shall provide the Board and the management company with his/her new address and phone number, including an emergency phone number where he/she may be reached. No lease shall be effective until the owner furnishes the copy of the lease and such names to the Board.

No action taken by the Association shall constitute acting as if a "landlord" and the Unit Owner indemnifies and holds the Association, its officers, directors, members and agents harmless from any costs or liabilities as a result of their good faith action in connection with the implementation and enforcement of this rental policy.

II. Rental Resulting from the Sale of a Unit.

If a Unit Owner sells his/her Unit and a condition of the sale is that the Seller can stay in the Unit after the Closing and pay the Purchaser a rental fee, that information shall be provided to the Board within two (2) calendar days after the agreement is final. The Board shall apply parts of Section I that are applicable and appropriate.

RATIONALE: Unit's are intended solely for occupancy by the owner, there may be circumstances that result in the need to rent a Unit.

Rental Policy Unit Owner Submission

In compliance with the MCC Rental Policy, I submit the following:

1. Copy of executed lease, which includes statement that "tenant, legal residents and guests will abide by the Declaration, Bylaws, Rules, Regulations, Policies and documents of the Association."
2. Persons occupying the Unit during the lease:

3. Unit Owner Contact Information:

_____		_____	
Address		Unit or Apt. No.	

City	State	Zip	

Phone			

Emergency Phone			

Emergency contact person if other than Unit Owner			

The management company has been provided the contact information.

4. I have notified my mortgagor and received consent to lease and a copy of the consent is attached.

I do not have a mortgage.

5. I have notified my insurance company and received consent to lease and a copy of the consent is attached.
6. I have provided the tenant with a copy of the Declaration, Bylaws, Rules, Regulations, Policies and documents.
7. I acknowledge that any unpaid fines as well as unpaid costs attributable to the tenant, residents, and guests are my responsibility.
8. I acknowledge that the cost of any damages caused by the tenant, [residents, and guests], to the Unit, Common Elements and Limited Common Elements including the deductible(s) on the Association Master Policy are my responsibility.
9. I indemnify and hold harmless the Association, its officers, directors, members and agents from any costs or liabilities as a result of their good faith action in connection with the implementation and enforcement of the rental policy.

Unit Owner

Unit Address

Date: _____



POLICY: Satellite Dishes

DATE: Adopted by the Board of Directors, October 5, 2023

DISTRIBUTION: Emailed to Owners for Inclusion in Unit Owner Handbook October, 2023

This policy supersedes all previous versions of documents related to satellite dishes.

OVERVIEW

This document establishes an Association policy regarding the approval, installation, maintenance, and removal of satellite dishes by Unit Owners

POLICY

A satellite dish may be installed on the exterior of a Unit to receive television or internet services subject to the conditions listed below:

- A request and plan are filed with, and approved by, the MCCA Architectural Review and Maintenance Committee in advance of the installation. The request must include the specific make and model of the satellite dish, the dimensions of the dish, the proposed location of installation, and the name of the contractor.
- A satellite dish may be no larger than 24" in diameter or 30" in its longest linear dimension.
- The satellite dish is mounted in an inconspicuous location on the roof and should be hidden as much as practicable from the street.
- All wires or cables should be located in the most inconspicuous place available.
- Every effort is made to limit installation to one satellite dish per building.
- Installation of a satellite dish on the ground is not permitted.
- Installations that involve roof penetration must be done by a competent roofing contractor.
- The contractor must install an approved satellite mounting plate. All penetrations are to be caulked with elastic roofing cement. All supporting strut penetrations are to be at least three feet away from any valley so as to avoid penetrating metal valley flashings.

Additional Considerations

All costs of installation, maintenance, repair, replacement, or removal of a satellite dish are the responsibility of the Unit Owner(s). If, at a later date, or coincident with the request, other Unit Owners in the same building wish to hook up to the dish they must be allowed to do so. Subsequent wiring to the already installed device will be paid for by the Unit Owner requesting and receiving approval to hookup.

Unit Owners are required to maintain an installed satellite dish in good condition and must repair or replace a dish that is in disrepair or is found to have deteriorated. Any such elements or modifications that are, in the sole judgment of the ARMC or the MCCA Board of Directors, in poor repair, unsightly, or causing damage to a Common Element or Limited Common Element shall be removed by the Unit Owner at their expense. The Association may require Unit Owners to remove or replace any unapproved or nonconforming modifications made to Common Elements or Limited Common Elements.

If the dish is removed, the mounting plate must remain on the roof to avoid leakage and damage to the roof.

When the Unit is sold, all items and appurtenances related to any modification, including a previously installed satellite dish, shall be left in place.

The Unit Owner will continue to comply with the Rules and Regulations and the Policies of the MCCA including rules of structural integrity, unsightliness, obstructions, nuisances, and entry access required by the Association. The Unit Owner is responsible for costs associated with repair and maintenance of the area and of associated appurtenances involved in any modification, alteration, addition, or replacement and will be held liable for any damage to the Common Elements, Limited Common Elements or Condominium. The Unit Owner indemnifies the MCCA, its Agents/Managers, and its contractors from any and all damage caused to any by said modification, alteration, addition or replacement. This variance shall run with the Unit, shall be binding on and inure to the benefit of all parties having any right, title or interest in the Unit or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each owner thereof.



Middleton Conservancy Condominium Association, Inc. (MCCA)

POLICY: Smoke Detection and Temperature Monitoring Systems

DATE: Adopted by the Board of Directors on June 20, 2023.

EFFECTIVE: June 20, 2023

DISTRIBUTION: Emailed to Unit Owners for Inclusion in Unit Owner Handbook June 2023

MCCA requires that all units have these Systems operable. They are hard wired to the control panel in each unit. Your monthly condominium assessment includes the cost of monitoring services. All unit owners are responsible for ensuring the Systems are connected to the Association's monitoring company and are operable. The Systems reduce the risk that a fire in an unoccupied unit will not spread to the adjoining unit or other units.

The Association provides a Guide to all Unit Owners instructing how to connect.

Update from the July 2022 version.

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POLICY: Snow Removal from Roofs

DATE: Approved By Board of Directors, January 28, 2002

PURPOSE: Define responsibility for determining when snow must be removed from the roofs of the units.

POLICY STATEMENT:

The Board of Directors, in consultation with the Management Company, will determine when it is necessary to remove accumulating snow and ice from the unit roofs. Factors to be considered include the amount of snow, temperature variations and location of the unit. The Management Company will be responsible for contracting the removal of the snow and supervising the same.

RATIONALE:

Snow can and does accumulate on the steeply pitched roofs of the units. When the snow accumulates to the point that there is a danger of causing roof leakage, it must be removed. Variations in temperature can also cause intermittent melting and freezing, creating ice dams and leakage. Center units tend to be more problematic because of limited run off space from the roof. The Management Company, as part of their responsibility to monitor property conditions, is in the best position to consult with the Board of Directors regarding the need to remove snow before damage can occur. Owners are responsible for reporting any potential problems to the Management Company for follow up and resolution.

MIDDLETON conservancy CONDOMINIUMS

POLICY: Storm/Screen Doors

DATE: Approved by Board of Directors October 23, 2014

PURPOSE: Establish standards for storm/screen doors on units

POLICY STATEMENT:

A unit owner may install a combination storm/screen door on the owner's unit if the door conforms to the following requirements:

The door is a full-view combination storm/screen door,

The color of the door is white with a color-matched piano hinge,

The color of the door handle and standard hardware is black.

The door is identical in appearance to a Pro Via Deluxe Series aluminum storm door model number 396 or 397.

The unit owner is responsible for the cost and installation of the door and for any repair and maintenance of the door. If the key used to lock the storm/screen door is different from the key used for the door to the unit, the unit owner must deposit a copy of the storm/screen door key with the property management company.

A storm/screen door, including a door with a sliding screen, which has been approved previously by the Board of Directors may continue to be used and is not subject to the standards in this policy unless the unit owner replaces the door.



POLICY: 3rd Car Variances

DATE: Approved by the Board of Directors, May 16, 2011

PURPOSE: Define Owner's rights in regards to 3rd Car Variances

POLICY STATEMENT:

Any variances for being able to park a 3rd car are granted by approval of the Board. It is the general policy of the Board not to extend 3rd car variances. Approvals will be granted in cases for limited duration on a non-recurring basis. Unit owners should request a 3rd car variance for when it is necessary for keeping a 3rd car for more than 2 weeks. Any variances will be granted for a fixed period of time. Unit owners must request and extension at the end for initially approved time period. Any 3rd car variances approved by the Association builder are grandfathered.



POLICY: Unit Owner Participation in Board Meetings

DATE: Approved by Board of Directors January 25, 2023, effective January 25, 2023

The By-Laws state “all regular meetings of the Board are open to all Unit Owners.”

Board meetings will include an agenda item titled Unit Owner Comments. This agenda item will be at or near the beginning of the Meeting. Any Unit Owner so desiring to be heard shall be recognized by the meeting Chair and have up to three minutes to present any concern to the Board.

Unit Owners may not otherwise participate in Board Meetings. The Chair of Board Meetings is obligated to observe and remind Unit Owners of this Policy.

Unit owners planning to attend a Board meeting are asked to notify the meeting host and Board Chair prior to the meeting date so sufficient seating is arranged.

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POLICY: Use of Unit for Business Purpose

DATE: Approved by Board of Directors March 8, 2006

PURPOSE: Establish Policy for operating a business from a Unit

POLICY STATEMENT:

The City of Middleton approved the Middleton Conservancy Condominiums for residential purposes. A Unit owner may operate a business, which for this policy is defined as a profit motivated full or part-time employment, trade, profession or occupation, from the owner's Unit provided that a request has been made and approved by the Board prior to the commencement of the business.

A Unit owner desiring to conduct a business that uses any part of owner's Unit must submit in writing details regarding the business and a request for approval to the President of the Board of Directors

The Board shall within fourteen days of the submission meet to review it. The Board may at the time of review approve or reject the request or ask for additional information.

The business must comply with state and local laws and regulations, and must not impinge on or in any way alter the residential character and nature of Condominium as a whole. Unsuitable business types include but are not limited to (a) home day care, (b) businesses that involve the use of toxic or other hazardous materials, or (c) businesses that create a high level of traffic on Conservancy Lane.

RATIONALE: Units are intended primarily for residential use. There are types of business that do not encroach upon the residential character and nature of the Condominium.



Middleton Conservancy Condominium Association, Inc.

**POLICY: Window Repair and/or Replacement Policy and Guidelines
Version 10, March 1, 2023**

**DATE: Approved by the Board of Directors, March 22, 2023
Effective March 22, 2023**

Distribution: Emailed to Owners for Inclusion in Unit Owner Handbook, April 2023

This version supersedes all previous versions of documents related to window repair and/or replacement.

Overview

The purpose of this document is to clarify the process that Middleton Conservancy Condominium Association (MCCA) Unit Owners should follow should they feel that the windows in their unit are in need of repair and/or replacement. Specifically, we will look at:

1. Types of windows found in MCCA Units.
2. How to identify parts of a window.
3. Clarification of Association and Unit Owner responsibilities regarding windows.
4. Typical window issues and responsibility.
5. Steps to follow if repairs are needed.
6. Steps to follow if replacement is needed.
7. Resource Guide.

1. Types of Windows found in MCCA Units

Windows in our development were originally installed between 1997 and 2001. The windows are basic wood windows manufactured by Weathershield. They include several sizes of casement windows (both operable and inoperable) as well as transom windows (inoperable) and some awning windows (operable). Sizes can vary from unit to unit and building to building. Interior trim options also vary. But most often, the basic window types found in our Units include the following:



Weathershield Casement Window (both operable and inoperable)



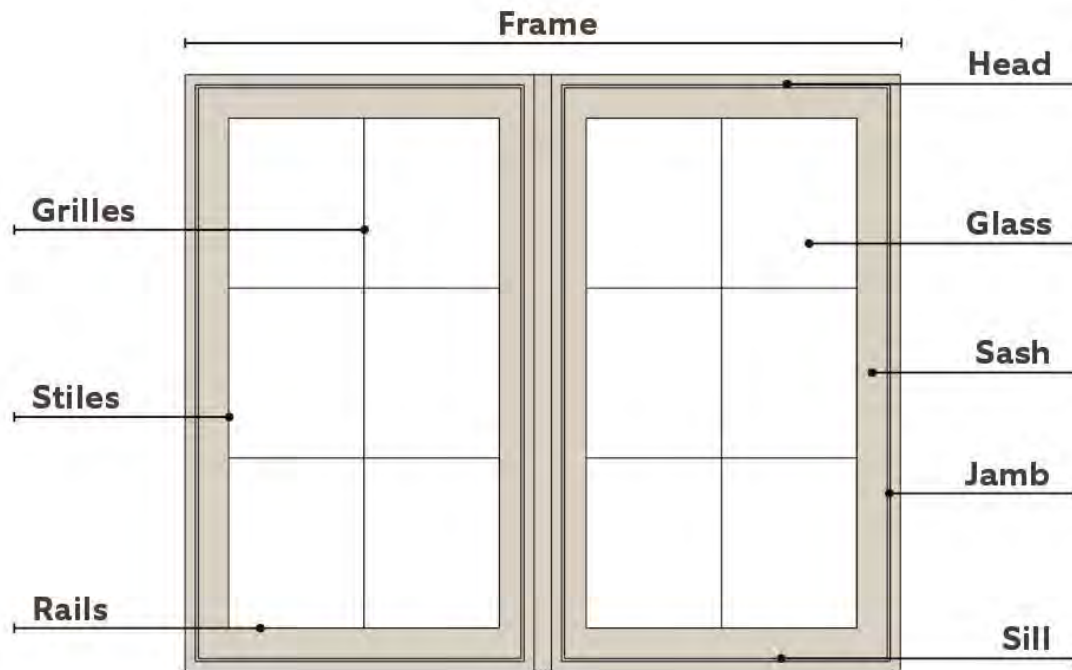
Weathershield Transom Window (inoperable)



Weathershield Awning Window (operable)

2. How to identify parts of a Window

Windows contain many parts, most of which are identified by names that are unfamiliar to the average person. This can lead to quite a bit of confusion, as in many cases a Unit Owner may request repair of a particular part of a window when they may in fact be calling it by the wrong name. In an effort to clarify this, we offer the following description of window anatomy.



Most windows have two main components, the **frame** and the **sash**. The **frame** is the outermost area, or casing of the window, and inside it are the **sash** and the glass. The sash is the area inside the frame, the part that holds the glass. It is important to understand the difference between these two. Replacing a **sash** is relatively simple, while replacing the entire **frame** is a much more involved procedure.

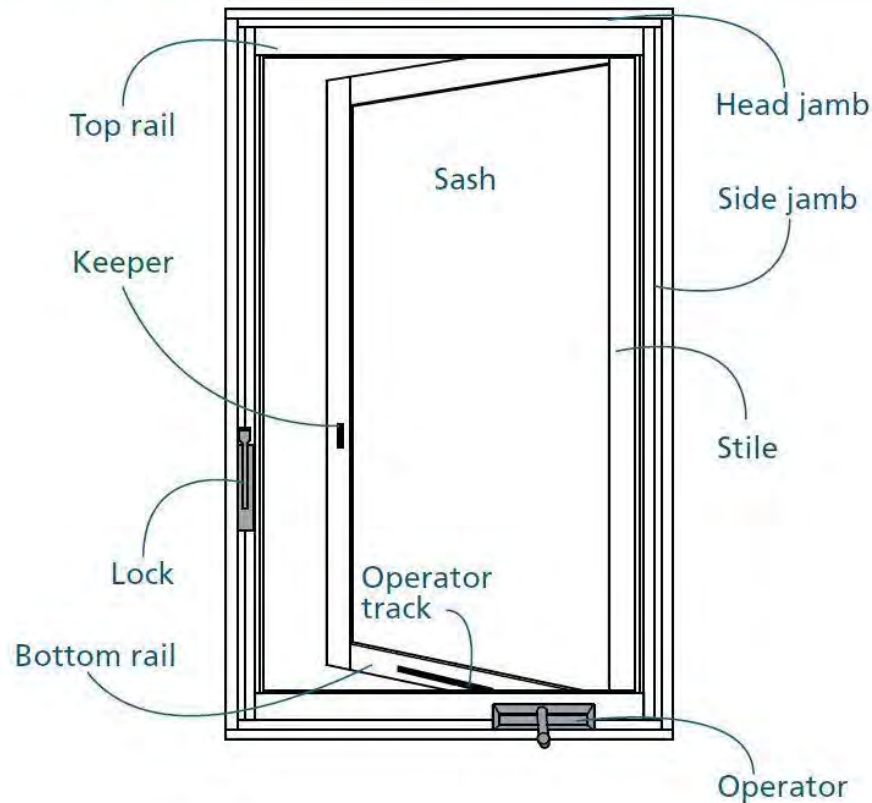
The frame has several main parts: the **sill** (horizontal strip along the bottom of the frame), the **head** (top horizontal strip on the frame), and the **side jambs** (vertical sections of the sash).

The sash also has several components. **Stiles** are the vertical sections of the sash. **Rails** are the horizontal sections. Inside the sash is the **glass**, which is sometimes also called the **windowpane**.

In our development, windows visible from the Lane (including side windows) must also include a decorative feature known as a **Grille** (or **Mullian**, or **Grid**), which consists of white divider lines found between the glass.

Surrounding the windows on both the interior and exterior, various trim pieces can be found. These are usually not part of the window itself but are added by a carpenter after the window is installed.

CASEMENT WINDOW ANATOMY



Many of the windows in our development are **casement windows**, both operable and inoperable. These windows also have their own unique terminology that is worth noting. The handle that cranks the window open is called the **Operator**. The track that slides the window open is the **Operator Track**. Be sure to keep this track lubricated to keep it functioning properly. The lever that locks and unlocks the window is called (you guessed it) the **Lock**. The metal notch that engages the Lock is called the **Keeper**. The Operator, Operator Track and Lock are some of the most common parts of a window to fail. It is important to note that these items can be easily repaired or replaced without requiring the replacement of the entire window.

3. Clarification of Association and Unit Owner responsibilities

According to the MCCA Declarations (Amended), **Section 6 – Common Elements and Limited Common Elements** include **(b) Any and all exterior windows, doors and frames related thereto and related hardware in the Unit.**

A basic guidelines for all elements found in MCCA Units is that the Association is responsible for everything from the **studs out**, while the Unit Owner is responsible for everything from the **studs in**.

A simple way to think about this is that most items that can be repaired or replaced from **the exterior of a Unit are usually an Association responsibility**. Most items that can be repaired or replaced from **the interior of a Unit are usually a Unit Owner responsibility**.

Another basic guideline is that in cases where the Association may be responsible for the replacement of certain hardware, the Unit Owner is often responsible for the maintenance of such hardware. This is particularly true in the case of hardware such as windows and doors, which are heavily impacted by the behavior of the Unit Owner and are therefore subject to a high degree of variability. Examples include the temperature and humidity control within the unit, impact of window coverings, and usage (for instance, a Unit Owner who may leave their windows open even when it is raining).

So, although windows are considered a Common Element, and the hardware is owned by the Association, the Unit Owner is responsible for maintenance of window hardware, including the **repair and/or replacement of glass**.

4. Typical window issues and responsibility

Here are examples of some typical issues found with windows, along with a description of who is responsible for remediation.

- a. Exterior window trim is in need of repair due to wood rot, damage (i.e., woodpecker holes need to be filled) or is in need of painting. **Association is responsible**.
- b. Interior window trim is in need of repair due to moisture, wood rot, damage, etc. or is in need of painting or staining. **Unit Owner is responsible**.
- c. Window glass has been broken or become clouded with moisture because seals have become broken. **Unit Owner is responsible**. *Please note that Weathershield products carry a 20-year prorated warranty, so glass replacement may be partially covered by the warranty based on the date of installation.*
- d. Window lock, operator, operator track etc. is in need of repair or replacement. **Unit Owner is responsible**.
- e. Operable window is out of alignment (i.e., does not open or close properly) and needs to be adjusted. **Unit Owner is responsible**.

- f. Window leaks because of problems with exterior flashing or sealing, allowing moisture to enter the Unit when raining. **Association is responsible.**
- g. Window leaks because of problems with interior weather stripping. **Unit Owner is responsible.**
- h. Window unit hardware has reached the end of typical life expectancy (currently estimated at 30 – 35 years) and has been deemed in need of complete replacement by a qualified inspector. **Association is responsible.**

5. Steps to follow if repairs are needed

- a. **Determine who is responsible for the repair.** If you are not sure, contact the Property Manager at our management company and they will help clarify who is responsible. In some instances, an on-site visit may be required to make this determination.
- b. **If you are responsible** – you are free to make the repair yourself, or contract with one of the vendors listed in the Resource Guide section of this document, or with the vendor of your choice. Please refer to the Resource Guide for a partial list of qualified vendors in our area.
- c. **If you think the Association is responsible** -- contact the Property Manager at our management company. They will confirm whether your issue is the responsibility of the Association. If confirmed as an Association responsibility, they will work with you to schedule an inspection and/or repair or replacement at a time that will be as convenient as possible.

6. Steps to follow if replacement is possibly needed

- a. **First, contact the Property Manager** at our management company and let them know about your situation.
- b. **Second, work with the Property Manager to schedule an inspection** and analysis to be conducted by a qualified, independent inspector. Currently there are three firms on our pre-approved list. They are:
 - **Amerispec**
2829 Perry Street, Suite 205
Madison, WI 53713
Phone (608) 276-8060
 - **J&S Home Inspections** 305 Laurel Lane

Madison, WI 53704
Phone: (608) 843-6662

- **Madison Home Inspection, LLC**
Phone (608) 395-9689
- c. If the independent inspector recommends replacement, the cost of the inspection will be paid for by the Association. If, however, the recommendation is that replacement is not needed, the cost of the inspection will be the responsibility of the Unit Owner who made the request. This policy was enacted to help protect the Association from the cost of unnecessary inspection requests.
 - d. If the inspector recommends that window replacement is required, the Association will pay for window(s) to be replaced with Weathershield products or a similar brand at a comparable price point to the windows originally installed.
 - e. **No reimbursement will be made without written documentation of the estimated cost for replacement with Weathershield windows** (or similar price point) product. Depending on the estimated cost involved, a project such as this may require approval by the MCCA Board of Directors in addition to the Architectural Review and Maintenance Committee (ARMC).
 - f. If the Unit Owner wishes to use window products from a manufacturer other than Weathershield (i.e., a higher-end brand), any additional cost above that of Weathershield replacement products will be the responsibility of the Unit Owner. Any such change will require the prior approval of the ARMC. It is important for any new non-Weathershield windows to visually match existing Weathershield products as closely as possible. All new windows must also adhere to existing MCCA architectural standards (i.e., exterior trim must match that of other units), windows visible from Conservancy Lane must include white grilles/mullions, etc.).
 - g. If the Unit Owner wishes to change the size of any new windows, or add any additional windows, the cost of these modifications will be the responsibility of the Unit Owner. Any such changes will require the prior approval of both the ARMC and the MCCA Board of Directors based on the submission of written plans and visuals of the exterior of any new windows to be added. Any additional windows added after initial construction will not be considered to be common elements and the repair and/or replacement of such windows will solely be the responsibility of the Unit Owner.
 - h. Given the scheduling of ARMC and MCCA Board of Directors meetings, please allow 4- 6 weeks for requests for new windows to be reviewed and approved.

7. Resource Guide

Contractors who are authorized to inspect windows and provide an expert opinion on whether or not repairs and/or replacement are required:

Amerispec

2829 Perry Street, Suite 205
Madison, WI 53713
Phone (608) 276-8060

J&S Home Inspections

305 Laurel Lane
Madison, WI 53704
Phone: (608) 843-6662

Madison Home Inspection, LLC

Phone (608) 395-9689

Contractors who are authorized to handle warranty and non-warranty glass replacement, parts, and repairs of Weathershield windows:

Stone House Window and Door

Michael Hays, Owner
505 West Beloit Street / PO Box 27
Orfordville, WI 53576
Phone: (609) 247-8535
stonehousewindow@yahoo.com

Contractors who can sell and install new Weathershield windows:

Ace Exterior Solutions, LLC

Chad Ace
Verona, WI 53593
acefoofingllc@gmail.com
Phone: (608) 220-3950

Brunsell Lumber and Millwork

Kerry Schiffman, Supervisor, Installation Dept
4611 W. Beltline Hwy. Madison, WI 53711
Phone: (608) 442-6272
kschiffman@brunsell.com

Monroe Glass Company, Inc.

1408 11th Street
Monroe, WI 53566
Phone: (608) 325-4185

Premier Cooperative

501 West Main Street
Mount Horeb, WI 53672
Phone: (608) 437-5536

Stone House Window and Door

Michael Hays, Owner
505 West Beloit Street / PO Box 27
Orfordville, WI 53576 - Phone: (608) 247-8535
stonehousewindow@yahoo.com

Window Design Center

6524 Seybold Rd.
Madison, WI 53719
Phone: (608) 271-8002

Wisconsin Building Supply

6368 Lake Road
Windsor, WI 53598
Phone: (608) 846-5445

Wholesale Distributors where independent installers can purchase Weathershield parts and windows:

ABC Supply Company, Inc.

1002 Ann St.
Madison, WI 53713
Phone: (608) 258-8880

Brunsell Lumber and Millwork

Mark Packard, Inside Sales
4611 W. Beltline Hwy. Madison, WI 53711
Phone: (608) 442-6272
mpackard@brunsell.com

MIDDLETON
conservancy
CONDOMINIUMS

POLICY: Window Washing

DATE: Approved by Board of Directors, January 28, 2002

PURPOSE: Define responsibility of owners and the Association for the interior and exterior washing of windows.

POLICY STATEMENT:

Owners will be responsible for the cleaning of both the interior and exterior windows of their respective units.

RATIONALE:

Although the exterior of the unit is considered a common element, the washing of windows is not a maintenance issue, but an aesthetic one. Therefore, the responsibility for cleaning the windows will be the owner's.