THE PRESERVE HOMEOWNERS' ASSOCIATION, INC

RULES AND REGULATIONS

Revised: 7/19/2025

THE PRESERVE HOMEOWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS
TABLE OF CONTENTS

Contents

HOMEOWNERS ASSOCIATION RULES AND REGULATIONS 3
ARTICLE I. PURPOSE 3
ARTICLE II. PERSONAL PROPERTY 3
Section 1. Placement of Personal Property 3
Section 2. Approval Required 3
ARTICLE III. DECORATIVE ITEMS 3
Section 1. Decorative Items Not Permitted 3
Section 2. Decorative Items Permitted 4
ARTICLE IV. FLOWERS, SHRUBS, AND LANDSCAPE PLANTS 7
Section 1. HOA Rules regarding Plants and trees 7
Section 2. Flowers 7
Section 3. Shrubs and Landscape Plants 7
ARTICLE V. TREES 7
Section 1. Location and Number of Additional Trees 7
Section 2. Patio Screening 8
Section 3. Bedding Materials 8
ARTICLE VI. OTHER ITEMS 8
Section 1. Additional Prohibited Items 8
Section 2. Pods and Dumpsters 8
ARTICLE VII. EXTERIOR ALTERATIONS 8
Section 1. Alterations 8
Section 2. Vegetation and Removal 9
Section 3. Deck Staining 9
Section 4. Storm Doors 9
Section 5. Invisible Fences 9
Section 6. Pergolas and Arbors 9
Section 7. Exterior Penetrations 9
Section 8. Egress Window Well Solid or Mesh Covers 10
Section 9. Video Doorbells and Video Cameras 10
Section 10. Home Generators 10
Section 11. Knox Boxes 10
Section 12. Outdoor Coach Lights/Lanterns 11
ARTICLE VIII. WINDOW AND WINDOW COVERINGS 11
ARTICLE IX. SIGNS 11
ARTICLE X. PETS 11
Section 1. Pets 11

Section 2. Prohibited Breeds 11
Section 3. Control 12
Section 4. Area 12
ARTICLE XI. PARKING/VEHICLES 12
Section 1. Limitations on Parked Vehicles, Motorcycles 12
Section 2. Parking in the Clubhouse Parking Lot 12
Section 3. Inoperable Vehicles/Repairs 12
Section 4. No Obstruction by Vehicle and Operation of Vehicle 12
ARTICLE XII. SWIMMING POOL 13
Section 1. Users 13
Section 2. Risk 13
Section 3. Supervision of Children 13
Section 4. Guests 13
Section 5. Prohibitions in Pool Area 13
Section 6. Swimwear 13
Section 7. Pool Furniture 13
Section 8. Pool Hours 13
ARTICLE XIII. CLUBHOUSE 14
ARTICLE XIV. TRASH COLLECTION 15
ARTICLE XV. SOLICITATION 15
ARTICLE XVI. HOME SALES 15
Section 1. Homeowner's Responsibilities when selling their home 15
Section 2. Transfer Fees 15
ARTICLE XVII. ENFORCEMENT 15
ARTICLE XVIII. AMENDMENTS 16
Rules Revision History 21
Rules Revision History 22
Appendix A 23
The Preserve - Egress Window Well Covers 23
Appendix B 24
The Preserve – Retractable Awnings 24
Section 1 - Guidelines 24
Section 2 - Materials 24
Section 3 - Obtaining a Request Form 25
Section 4 - Maintenance 25

HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

ARTICLE I. PURPOSE

Pursuant to Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens ("Declaration") and the Articles of Incorporation and Bylaws under which The Preserve Homeowners Association, Inc. ("Association") was created and is governed, these Rules and Regulations are set forth to expand upon, supplement and detail the information and restrictions set forth in the Declaration. These Rules and Regulations have been developed and adopted by the Board of Directors (the "Board") of the Association to provide for an attractive and harmonious place to live and to protect the investment homeowners have made in their homes and the community. All homeowners are required to follow these Rules and Regulations.

ARTICLE II. PERSONAL PROPERTY

Section 1. Placement of Personal Property

All individual property, such as lawn chairs, grills, bicycles, tables, etc., must be kept inside the patio, deck, porch area, or garage. Except for when such individual property is in actual and immediate use, nothing may be stored or placed on lawn, driveway or sidewalk that would interfere with lawn care or snow removal.

Section 2. Approval Required

Nothing may be hung or displayed, nor may signs, awnings (retractable awnings are permitted, see appendix B), canopies, shutters, antennae or satellite dishes or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences or roof of any structure without prior written approval of the Association Board of Directors or Design Review Committee, whichever reviews such requests at the time the request is made.

ARTICLE III. DECORATIVE ITEMS

Section 1. Decorative Items Not Permitted

In addition to any other prohibited decorative items as set forth in these Rules and Regulations and except as specifically allowed in Section 2 of this Article, display of any of the following is not permitted:

- gazebos
- mounted garden hose hangers
- exterior wall plaques (except house numbers as may be approved by the Design Review Committee)
- trellises
- lattice
- awnings (retractable awnings are permitted, see appendix B)
- ornamental/decorative/preventative rocks or stones (except steppingstones noted in Section 2 of this Article, or those approved during the landscaping process or to cover utility boxes and to the entrance to the club house so there is no driving/parking on the grass).
- windsocks/wind chimes/decorative flags

Section 2. Decorative Items Permitted

Artificial Plants: Artificial flowers and greenery may be used in wreaths and door decorations, if they are silk or dried flowers; or realistic, accurate representations of naturally occurring greenery. Plastic flowers\plants are not permitted. Silk and dried flowers must be seasonally correct and in good condition. They must be removed when faded, damaged, worn or tattered, and displayed on porches, decks and patios only. They may not be used in landscaped beds.

Plant Cages: Plant cages are allowed and must be green in color

Steppingstones: Up to three steppingstones are permitted in the landscape bed mulched area around the front and sides of each home provided they are earth tone in color (warm browns, tans, grays, greens, dark reds, dark oranges, and muted yellows), no taller than four (4) inches, and do not exceed fifteen (15) inches in diameter. If steppingstones are placed to act as "steps" through a mulch or stone bed in the rear yard, up to three may be used up to 20" by 24" in size and must be natural stone/cast stone in color or stained or stamped concrete in earth tone colors. However, steppingstones in a rear yard mulch or stone bed must be contained within the bed and may not encroach on the lawn.

Concrete curbing around landscape beds is permitted in the Preserve. Our rules are based on discussions with the company Triple C Concrete Curbing, but you may use other curbing companies as well.

- There is only one stamping design approved which is Castle Rock.
- Choice of three (3) colors:
    - 306 Cinnamon
    - 242 Nutmeg
    - 338 Rawhide
- Four (4) sides of home may have concrete edging.
    - This also includes trees on property. When doing this it must be an eight (8) foot diameter space around the tree so that the mowers can mow around the tree.
        - Trees planted by the city of Green Bay are not eligible.
- Concrete edging must follow existing contours of mulch or stone. This means not extending the current footprint of the mulch or stone area.
- Diggers Hotline must be contacted by the homeowner prior to installation beginning.
- A copy of Landscape work to be done must be submitted to the Management Company for approval prior to work starting.
- All companies used for concrete edging must follow the stamping and colors outlined above with a Landscape approval request submitted to the Management company prior to work starting.
- Homeowners are responsible for the upkeep of the concrete curbing.
    - It has been suggested that the concrete be resealed every two years. This can be done either by the homeowner or a vendor.
    - Broken or degraded concrete edging, regardless of who broke it, must be repaired or replaced in a timely manner by the homeowner.

Potted Plants / Planters: Up to four (4) earth tone pots are permitted outside the front of the home, including the porch. Pots shall not exceed twenty-four (24) inches in diameter and thirty-six (36) inches in height. All pots must be removed from the outside of the building by the date of the first snowfall. Potted plants/planters are not allowed on the sides of the home. Potted plants/planters are not restricted on the deck or patio on the rear of the home.

Shepherd's Hook: Up to two (2) Shepherd's Hooks are allowed in the back of the homes inside the landscape bed area. These are to be used for hanging plants or feeders. These are not to exceed seventy-two (72) inches in height as measured from the ground to the topmost point. One (1) shepherd's hook may be double in the front of the home but not to exceed forty-eight (48) inches in height.

Bird Feeders: Up to two bird feeders are allowed per home. In addition:

- feeders must not exceed 18" in length and 5" in diameter.
- no open feeders permitted.
- only songbird seed may be used, no cracked corn or suet feeders.
- no themed feeders, such as lighthouse or sunflower permitted.
- feeders to be suspended on a metal pole or shepherd's hook.
- feeders must be located within landscape planting area on the rear of the house or any natural area (not in lawn area).
- feeders must be maintained.
- feeders must be taken down during vacation, or when Homeowner is otherwise not present, for more than 4 weeks.

Bird Feeders, Lawn Ornament-Statue or Statuette: One (1) Bird bath, lawn ornament-statue or statuette is allowed per home with the following guidelines:

- Maximum height of lawn ornament- statue or statuettes not to exceed 36" in height.
- Maximum length 36"
- Maximum width 18"
- Cannot be made of plastic.
- Must be earth tone in color.
- Can only be displayed in the rear of the home within landscape area (mulch or stone), on deck or on patio.
- A bench is considered furniture if placed on the patio or deck; if the bench is placed in the landscape stone or mulch, it is considered a lawn ornament and must follow the size restriction guidelines as stated.
  May have up to four (4) decorative rocks with mass to hold down outdoor rugs on patio or deck. Rocks may not be more than ten (10) inches wide.

Hose Reel Boxes: Hose reel box in a compatible color to the color of the home may be used to store hose and these boxes must be placed adjacent to the water source. Locations are at the sides or back of the home, no hose reel boxes at the front of the home. No loose hoses or open face hose reels are allowed to be stored overnight around the exterior of the home, on the porch, deck, patio or in landscaped areas.

Landscape Lights: Low voltage lights may be placed directly along the sidewalk in the front yard and an additional twelve lights are permissible around the patio in the rear yard. Lights must be less than 18" in height installed, and be brown, black, or clay in color.

Wreaths: Decorative wreaths may be hung on the front door or garage coach lights only. All wreaths are to be no larger than 34" in diameter. Wreaths are not permitted on exterior walls.

Raised Garden Boxes: Up to three raised garden boxes are permitted on the patio or deck. Each box can be up to twelve (12) square feet.

Winter and Other Holiday Decorations: Holiday lights and decorations are permitted to be placed on building exteriors, provided the decorations do not damage the building, gutters or siding. No plastic or inflatable holiday decorations are allowed within the community. Holiday decorations are not allowed in lawn areas. Winter holiday decorations may not be displayed before Thanksgiving Day and must be removed by no later than January 15th of the following year. Winter greenery with or without lights may be placed on front/side porches, rear patios and decks. Lighting may also be added to shrubbery within landscaped areas, backyard trees and trees in the berm along the Preserve east boundary subject to the holiday season time limitations. Non-winter holiday decorations may not be displayed more than one week before or one week after the holiday.

Holiday Lights

- Christmas/seasonal lights can be placed outdoors utilizing low voltage, LED, non-flashing lights.
- Christmas/holiday lights on the home, and trees in the front or rear yard are permitted to be lit from November 15 to January 15.
- Rope lights are allowed.
- Lights can only be attached to the building or gutters using command strips or with plastic gutter hooks on the home's gutters, clear holders; nothing else can be used as they would damage the building, gutters, or siding.
- Any solid or multi-color low voltage LED lights can be used for Holidays.
- Yard lights shining on the house or garage can only be placed in landscape area and are permitted to be lit from November 15 to January 15.

Welcome Decorations

- Homeowners may have one (1) wooden seasonal "Welcome" Decoration displayed on their porch or front landscape area.
- The decoration can be no more than five (5) feet tall and twelve (12) inches in width.
- If attached to the home only command strips can be used. No nails or screws are permitted.

The American Flag – The American flag may be flown or displayed anytime during the year. Normal American flag protocol shall be followed. American flags shall not be flown if tattered and in disrepair but should be properly retired. Flags shall be taken down at night unless properly lit.

- The flag may be a garden size, no larger than 18" x 12.5" and placed on a stand no higher than 36" above the ground. Stand must be placed in the landscaping area of the home.
- The flag must be no larger than 3' x 5' in size and displayed on a flag bracket attached to the porch pillar, or on a pole in a stand no higher than 8' tall from ground to the top if the pole. Flag must not interfere with either grass mowing or snow removal. Only the American flag can be displayed from this bracket.
- Each homeowner is allowed to affix one (1) flag holder to the wooden porch post at the front of the home. The bracket must be non-metal and suitably caulked and sealed to

create a secure non-penetrable barrier between bracket and post. Homeowners will have 30 days to repair any visible breach that might occur.

ARTICLE IV. FLOWERS, SHRUBS, AND LANDSCAPE

PLANTS

Section 1. HOA Rules regarding Plants and trees

HOA rules and regulations should be consulted before planting any additional landscaping to prevent delays. You must submit a landscape modification form to the Management Company for any additions or changes to your landscaping. The HOA will not be responsible for any dead plantings in any homeowner's landscaping whether it is in the front, side, or rear of the homeowner's home. Any shrubs or plantings that are on the approved list can be used in the front, side, or rear of the homeowner's landscape. To avoid any violation, the dead planting must be removed immediately and replaced with the same planting, or the homeowner must submit a form to replace it with another planting.

Section 2. Flowers

Annual and Perennial flowers may be planted by homeowners in the landscape beds around their home. Flowers shall not exceed 30" in height and shall not encroach on the sidewalk. Flowers are not permitted around any tree.

Flowers must be well maintained by the homeowner throughout the growing season and dead annuals must be removed by the homeowner at the end of the season. Homeowners will receive a written notice regarding any flowers that are not maintained during the growing season and if corrective action is not taken by the Homeowner within the time specified in the notice, the flowers will be subject to removal by the Association grounds keeper with the cost for removal to be billed to the Homeowner. The Association is not responsible for any Homeowner planted flowers that are damaged from lawn care, landscaping, shrub trimming or mulching.

Section 3. Shrubs and Landscape Plants

Any planting of new shrubs outside the designated landscape bed areas need to receive prior written approval by the Association Board or Design Review Committee, whichever reviews such requests at the time the request is made. Approval request forms are available from the Property Manager. Additional landscape plants which may be considered must be of a species already in use in the community and which, at maturity, will be compatible with the existing plant material.

The size and shape of any new planting beds is subject to approval from the Association Board or Design Review Committee, whichever reviews such requests at the time the request is made. Any new bed will be mulched with matching hardwood or matching stone if stone was used in the beds around the home.

ARTICLE V. TREES

Section 1. Location and Number of Additional Trees

No trees are allowed in the side yards between homes.

One additional tree is allowed in the front yard (in addition to the ornamental tree installed as part of the landscaping plan from Apple Tree). Placement of the additional tree in the front yard must not conflict with the city provided street tree at maturity. The additional tree must be one of the following ornamental trees: SEE APPROVED PLANTS AND TREES.

Up to three additional trees are allowed in the back yard. The additional trees must be of the following: SEE APPROVED PLANTS AND TREES.

Section 2. Patio Screening

In addition to the front and rear yard trees allowed above, up to four (4) ***Spartan Junipers*** can be planted to provide screening/privacy for a patio provided they are placed to allow efficient lawn mowing. Trees for patio screening may be placed adjacent to the patio or near the side property line adjacent to the patio. In the event Spartan Junipers are not available at the time of request, the Design Review Committee may approve one or more alternate trees.

Section 3. Bedding Materials

All additional trees must be surrounded by a bedding ring. Bedding material around the tree must match the bedding material used in other landscaped areas around the house.

If mulch is used around a tree, plastic edging is allowed, but not required. If stone is used around a tree, plastic edging is required.

ARTICLE VI. OTHER ITEMS

Section 1. Additional Prohibited Items

The following items are not permitted around the exterior of any homes:

- any type of yard sign (except for those noted in Article VIII).
- cypress or other mulch not approved for during the landscaping process.
- swing or other children sets.
- basketball poles/hoops.
- laundry poles.
- clothes lines.

Section 2. Pods and Dumpsters

Homeowners may place Pods or Dumpsters in their driveways for a period of no more than two weeks. Prior to a Homeowner bringing in a Pod or Dumpster they are to alert the Management Company with an estimated date of delivery and removal. If a Homeowner needs to have the Pod or Dumpster to be in place for longer than first anticipated, they must notify the Management Company of when the Pod or Dumpster will be removed. It will then be up to the Board to either accept the requested extension or address this issue with the Homeowner to reach a resolution acceptable to the Board.

ARTICLE VII. EXTERIOR ALTERATIONS

Section 1. Alterations

No alterations, additions, fences, walls, patios, decks, etc., may be made to the exterior surface of any home, nor may any trees or shrubs be planted, transplanted or removed without prior written approval of the Board or Design Review Committee, whichever reviews such requests at the time the request is made.

Section 2. Vegetation and Removal

Homeowners may not remove or clear any vegetation in the natural areas to the rear or side of the home without prior written approval from the Association Board or Design Review Committee, whichever reviews such requests at the time the request is made.

Section 3. Deck Staining

Wood decks may be left natural or may be stained brown, grey, clay and variations of those, provided the color compliments the existing colors of the exterior of the home.

Section 4. Storm Doors

Storm doors may be added at the Homeowner's expense using only the approved design and color and after obtaining the approval from the Association Board of Directors or Design Review Committee, whichever reviews such requests at the time the request is made. Specific information about approved storm doors may be obtained from the Property Manager.

Section 5. Invisible Fences

Invisible fences may be installed by Homeowner, at Homeowner's expense, provided the lawn is returned to its prior condition. Homeowner will be responsible for any maintenance required for the invisible fence. Other than fences installed by the Declarant or Association, no other fences are permitted. Homeowner must submit for and receive approval prior to installation.

Section 6. Pergolas and Arbors

Pergolas and arbors with overhead beams/rafters are permitted. The structure must be non-rusting metal in brown, grey, clay and variations of those, or cedar, which may be left natural or stained in brown, grey, clay and variations of those, provided the color compliments the existing colors of the exterior of the home. White will not be allowed. Before erecting a pergola or arbor, homeowner must submit a drawing, including an example of description of the color and primary material(s), to the Association Board of Directors or Design Review Committee, whichever reviews such requests at the time the request is made.

Fabric covers that are purchased as a component of the non-rusting metal pergolas are allowed, if they meet that earth tone color requirements. The pergola fabric should be kept in a state of good repair with no rips or tears present over 2" long. If a rip or tear over 2" long is identified, the owner will be required to repair within 30-days. Replacement pergola fabric must be the exact same manufacturer of the pergola, fabric material and color as approved in the initial Exterior Modification Request Form for the pergola. If the exact replacement of the pergola fabric is not available, the new replacement fabric cover must be approved by the Association Board of Directors or Design Review Board, whichever reviews and approves such request at the time of the request is made using an Exterior Modification Request form, before installing the fabric cover to the pergola.

Section 7. Exterior Penetrations

Drilling holes, pounding nails, or driving screws through the exterior siding, trim, and masonry is not allowed. Such penetrations expose the exterior walls to moisture and damage.

Section 8. Egress Window Well Solid or Mesh Covers

An egress window well solid or mesh cover submitted with an Exterior Modification Request Form will be reviewed for approval by The Preserve HOA Board of Directors based on visual impact to the home and community. Homeowners must read thoroughly and adhere to all requirements stated in The Preserve – Egress Window Well Covers policy dated October 30, 2019. (See Appendix A)

Section 9. Video Doorbells and Video Cameras

Video doorbells that do not exceed 5.25" x 2.25" x 1.25" are permitted without prior approval. This doorbell must replace the existing doorbell and be installed in the same location as the existing doorbell.

Outdoor video security cameras are permitted. A building modification form should be filled out and sent to the Management company for approval by the Board prior to installation.

- Total of two allowed, one in front and one in back
- Battery operated (solar not allowed)
- Black or White
- Spotlight, siren and zoom features are not allowed
- Field of view not to exceed 130 degrees
- Must be attached with removable adhesive strips
- Maximum dimensions of 3" x 3" x 4.5"

Section 10. Home Generators

Home generators are permitted to be installed in the Preserve. Homeowners must request approval prior to the installation of the generator. The Homeowner fill out the form on The Preserve website and submit it to the Management company. The Management company will then submit it to the Design Review Committee. Approval will be granted if the following qualifications are met.

- Generac was the model used first installed and used to create this rule. However, the Homeowner is not limited to that company.
- The sound output level in dB with the generator operating at normal load not to exceed 70 db.
- After approval a written permit will be issued by the Design Review Committee to have the generator installed within one year of the permit being issued. If the install is not completed within one year from approval, the permit will be withdrawn, and the homeowner must reapply.
- The generator must be placed on a generator pad on the same side of the home as the HVAC unit outside the home. A drawing of the footprint of the home must be submitted with the initial application showing the exact location of the installation of the generator with dimensions from the nearest corner of the house.
- The transfer box shall be located inside the home or garage. No lateral runs of piping or electrical wires are allowed outside of the home.

Section 11. Knox Boxes

Knox Boxes are permitted to be installed in the Preserve provided the following guidelines are met.

- Complete an Exterior Modification form and send to the management company for prior approval.
- DO NOT ORDER FROM Amazon. Order direct from www.knoxbox.com. Each locality has a specific model for that area. There are drop down boxes to guide you to which one to order. There is only one model and color for Green Bay (1501).
- Once received, mount it about 5 feet high next to the front door. The box cannot be closed.
- Once mounted, call the local fire department non-emergency number and they will come out and lock your house key inside.

Section 12. Exterior Porch and Coach Lights/Lanterns

Replacing outdoor lanterns for another similar size and style lantern in black is permissible without prior approval. A very similar lantern is available and a photo is available to view in the clubhouse binder in the library. If a homeowner wishes to replace lanterns with a different style, prior approval will be required. If replacing a garage lantern, both lanterns must match.

ARTICLE VIII. WINDOW AND WINDOW COVERINGS

All window coverings, whether draperies, blinds (vertical or horizontal), shades, or valances, must be white, off-white, light tan, light beige or light gray on the ***exterior side***.

ARTICLE IX. SIGNS

Nothing may be hung or displayed from inside the windows except professionally prepared "For Sale" or security system decals, which shall be limited in size and number. No "For Lease" or "For Rent" signs are permitted. No real estate signs are permitted on any Common Element, including but not limited to the Clubhouse or surrounding lawn area, entrance signs or landscape beds.

ARTICLE X. PETS

In addition to the provisions of the Declaration and Association Bylaws concerning animals, the following apply:

Section 1. Pets

No more than four (4) household domestic pets, not bred or maintained for commercial purposes, may be kept in any one home. Pets shall be limited to birds, fish, dogs or cats. No more than 2 dogs or 2 cats or one dog and one cat shall be allowed. In the event the relevant municipal pet ordinances are more restrictive than those noted here, the municipal ordinances shall control.

Section 2. Prohibited Breeds

Breeds of a dangerous or unpredictable nature, such as dogs of various breeds which are commonly characterized as "attack dogs", are not permitted. Dogs affected by this section include all dogs which are one-half or more Presa Canario, American Staffordshire Terrier, Staffordshire Terrier, American Pit Bull Terrier, Pit Bull Terrier, Miniature Pit Bull Terrier, Rottweiler or Chow Chow.

Section 3. Control

All permitted pets shall be housed indoors. All pets, when outdoors, shall be maintained on a leash not more than eight (8) feet in length or be within an area enclosed by an invisible fence. Pets shall be supervised by a responsible individual at all times. Such individuals shall be responsible for the immediate cleanup of all pet litter.

Section 4. Area

Kennels, dog runs, and doghouses are not permitted.

Section 5. Enforcement

In addition to the penalty provision as set forth in Article XVII below, if pets become a nuisance, the Homeowner may be required to remove the pet at the discretion of the Board of Directors.

ARTICLE XI. PARKING/VEHICLES

Section 1. Limitations on Parked Vehicles, Motorcycles

No boats, trailers, motorcycles, ATV's, motor homes, trucks (larger than a 3/4-ton pickup), snowmobiles, trailers, travel trailers, and the like or any vehicle with commercial advertising may be parked in any driveway overnight. Other vehicles used for recreation (conversion vans/recreational vehicles) that are not garage-able, will be permitted to park in front of the garage for up to forty-eight (48) hours to allow for loading and unloading.

Section 2. Parking in the Clubhouse Parking Lot

No vehicle may be parked in the Clubhouse parking areas for more than seventy-two (72) consecutive hours unless the Homeowner has notified the management company or Board of the need and reason for longer extended parking, including dates, which the management company or Board may decline. All other vehicles parked there are subject to being towed at Homeowner’s expense.

Section 3. Inoperable Vehicles/Repairs

Inoperable vehicles or vehicles without valid registration may not be parked in a driveway for more than 7 consecutive days.

No repair work is permitted on vehicles in a driveway or in the Clubhouse parking lot except for short-term emergency work such as flat tire repair or replacement or battery charge or replacement.

Section 4. No Obstruction by Vehicle and Operation of Vehicle

No vehicle shall be parked in any manner which blocks any street or driveway. Parking or driving on the lawn areas is prohibited.

ARTICLE XII. SWIMMING POOL

Section 1. Users

The pool is for the exclusive use of the Homeowners and their guests. Any person who cannot be identified as a Homeowner, or who is not accompanied by a Homeowner, will be asked to leave the pool area.

Section 2. Risk

All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.

Section 3. Supervision of Children

All children under the age of 16 must be accompanied by an adult Homeowner age 18 or older. Notwithstanding those children at the age of 16 and 17 are permitted without being accompanied by the Homeowner, that Homeowners shall be responsible for the conduct of such children.

Section 4. Guests

Guests must be accompanied by a Homeowner at all times.

Section 5. Prohibitions in Pool Area

The following are prohibited in the pool area:

- animals or pets.
- glass or other breakable items.
- running, diving or disruptive behavior.
- excessive noise, splashing or radios without headphones.
- private pool parties.
- all rafts and body floats.
    - Exceptions include:
        - SOLID FOAM noodles
        - children may use children's safety flotation devices
- electrical devices

Section 6. Swimwear

Swimming is permitted only in garments sold as swimwear. Wet swimwear is not permitted in the Clubhouse community room. Infants must also wear swimsuits – swim diapers are mandatory when appropriate. No regular diapers are permitted in the water.

Section 7. Pool Furniture

Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion) after use.

Section 8. Pool Hours

The pool will be open daily during the swimming season from 9:00 am until 10:00 pm.

ARTICLE XIII. CLUBHOUSE

The Clubhouse is for the private use of Homeowners and their guests. It is available for rental to Homeowners only for non-profit parties or meetings. No political events of any kind are permitted. The following policies for rental of the Clubhouse apply:

- A $175.00 refundable deposit and a minimum $50.00 rental fee are required (rental fee may be changed by decision of the Board of Directors). There is no need to mail in checks. Your HOA account will be charged the $50 fee on the rental date. Should any portion of your security deposit need to be withheld, you will be sent an itemized statement of the charges and those charges will be applied to your HOA account.
- The Clubhouse rental form must be completed by the Homeowner making the reservation. Reservations are granted on a first request basis. Contact the Management Company to reserve your date. The reservation form can be found on The Preserve website.
- Children and teenage parties are prohibited.
- Rentals take precedence over non-paying events.
- The renting Homeowner will have exclusive use of the party room and restrooms only; the guests may not use the pool, exercise equipment, or any other space in the Clubhouse. The pool may not be reserved for a party. No party items will be furnished by the Association. The maximum number of guests is 50. For any Community meetings/gatherings, this number is suspended.
- If any Homeowner witnesses any disrespectful activity or use of the pool by the renting Homeowner at the Clubhouse, please notify Pfefferle Management Company at (920)560-5034. In the event there is any disrespectful activity by the renting Homeowner, the Homeowner will not receive their deposit back, a possible fine may be implemented, and the Homeowner will not be able to rent the Clubhouse for the following six months.
- The renting Homeowner is responsible for all clean up and trash removal. A list of all the cleanup that needs to be done is posted on the inside of the closet door in the main Clubhouse room. If the trash/recycle bins are full, please bring the overflow to your home. **DO NOT** give the door code to your guests. Make sure all doors are locked when you depart. All cleaning must be complete on the day of the party unless other arrangements are made. If the dishwasher is used, please return the next day and empty it.
- The following day after the rental, a Clubhouse committee member will inspect the Clubhouse. If there are any issues that need to be addressed, the renting Homeowner will be notified and will have a chance to right the area(s) in order to receive their full refund. If the Homeowner does not right the wrong(s), any follow up cleaning expense will be deducted from the deposit. Any damage to the Clubhouse or equipment will be billed to the Homeowner if the deposit is insufficient.

- Private parties held may not be political in nature. This includes meet and greets or fund raisers.

ARTICLE XIV. TRASH COLLECTION

Trash containers shall not be set out prior to 5:00 p.m. the day preceding collection and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers provided or approved by the municipality are permitted for trash disposal. All trash for collection must be in appropriate containers and must be set out at the main street, next to the curb at the end of the driveway. Trash containers, when not set out for collection, must be kept inside the garage. The Homeowner will be responsible for the cleanup of trash spillage from the containers. Compliance with governmental recycling and trash collection laws is required by all homeowners.

ARTICLE XV. SOLICITATION

Solicitation by or on behalf of for-profit enterprises is not authorized within the Community.

ARTICLE XVI. HOME SALES

Section 1. Homeowner's Responsibilities when selling their home

- notifying the Association's Management Company of ownership changes at the time a closing date is established.
- making certain all Association dues are current.
- providing new owners with a copy of the current Declaration, Articles, Bylaws, and Rules & Regulations.

Section 2. Transfer Fees

- The Association shall charge a Transfer Fee of $200 for the sale of any home to be paid by the Buyer with the proceeds of said Transfer Fee being placed in the Reserve Account for future capital expenditure repairs and improvements.

ARTICLE XVII. ENFORCEMENT

The Board of Directors may utilize any of the following, in addition to other measures it deems necessary, in order to maintain compliance with the Rules and Regulations for the Community:

- written notice.
- fine of $25 for second offense or failure to comply within the time specified within a notice.
- fine of $50 for third offense or failure to comply within the time specified within a notice.

After providing at least two written notices, including one notice indicating corrective action is planned, the Board may, at its discretion, coordinate correction of the non-compliant item or rules violation and bill the Homeowner for the resulting costs.

ARTICLE XVIII. AMENDMENTS

These Rules and Regulations may be subject to amendment from time to time at the discretion of and by a majority vote of the Association Board of Directors.

These Rules and Regulations adopted by the Board of Directors effective July 2016.
Revised with minor changes September 2017.

For the convenience of the Homeowner, the following provisions of the Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens are noted. This list may not contain all pertinent restrictions that may impact any particular Homeowner.

10.4. Hazardous Actions or Materials.
Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might or that does unreasonably disturb the quiet occupancy of any Person residing on any other Lot. These provisions shall not be construed to prohibit Declarant or any other builder, approved by the Declarant or the Association after the Turnover Date, in the Community from construction activities consistent with reasonable or customary residential construction practices.

10.5. Signs.
No signs of any character shall be erected, posted or displayed upon property in the Community, except: (i) marketing signs installed by Declarant while marketing Lots and Homes for sale or rent; (ii) marketing signs installed by builders approved by Declarant while marketing Lots and Homes for sale or rent; (iii) street and identification signs installed by the Association, Declarant, or any governmental agency; (iv) on the Common Elements, signs regarding and regulating the use of the Common Elements; provided they are approved by the Board; (v) on any Lot, one temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is for sale or rent; and (vi) except to the extent preempted by federal, state or local law. You may display up to two (2) temporary political signs at a time, but only one sign per candidate, issue or party. Signs cannot be more than six (6) square feet each, expressing support for or opposition to an individual candidate, issue or political party which is the subject of a current election, provided the same comply with any local ordinances and any Rules established by the Board. Political signs must be placed in a landscaped area, not on lawns.

Any sign suggesting anything other than simple support for or opposition against a specific candidate, issue or party may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. All political signs must be removed within three (3) days after the election relative to which such sign(s) was/were erected and may not be placed prior to 21 days before the election. No signs shall be placed in the Common Elements.

10.6. Animals.
Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Home on a Lot, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right levy administrative and enforcement charges against persons who do not clean up after their Pets; and (ii) the rights of an Owner or Occupant to maintain an animal in a Home on a Lot shall be subject to termination if the Board, in its full and complete discretion,

determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as "vicious" or "dangerous" or similar designation pursuant to the provisions of state or local law is specifically prohibited. Outdoor doghouses, animal cages or runs are prohibited.

10.7. Nuisances.
No noxious or offensive trade, activity or noise shall be permitted on any property in the Community or within any Home located on any Lot. No soil, except during initial construction of a Home, shall be removed for any commercial purpose.

10.8. Businesses.
No industry, business, trade, occupation, or profession of any kind may be conducted, operated or established on any Lot, without the prior written approval of the Board. Notwithstanding the foregoing, (i) a "home office" use is permitted, provided such use complies with the requirements of Home Occupation under the ordinances of the City of Green Bay and does not entail any non-resident employees, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules established by the Board; (ii) an Owner or Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a residence is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (iii) during the Home construction and initial sales period, Lots generally, including Homes and other Improvements constructed thereon, and Lot 1 may be used for construction and sales purposes, including the construction and operation of sales models and/or trailers by Declarant and by builders as approved by Declarant, in its sole discretion.

10.9. Storage.
No accessory buildings, storage buildings, barns or sheds of any kind are permitted on any Lot. This Section shall not apply to any storage as may be necessary during the construction of a Home on the Lots.

10.10. Hotel/Transient Uses and Rental/Leasing Requirements and Limitations.
(a) No Home, Lot or other Improvement thereon may be used for hotel or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, house cleaner service, bus boy service, furnishing laundry and linen, or similar services. In addition, except for personal care assistants to an occupant of a Home to provide personal care assistance to such occupant arising out of a handicap or due to age and infirmity, there shall be no rental to roomers or boarders, which is rental to one or more persons of a portion of a Home.
(b) Renting and Leasing. (i) Except for personal care assistance as set forth above, no Home, Lot or other Improvement thereon shall be rented or leased for less than an entire Unit. All rental and lease agreements shall be in writing, hereinafter "lease", and not for a term less than six (6) months, and shall provide that the lease is subject in all respects to this Declaration, the Bylaws and the Rules, and shall provide that the failure by the tenant to comply with the terms of this Declaration and the Bylaws and the Rules shall be a default under the lease. (ii) Prior to the commencement of the term of the lease, the Unit Owner shall notify the Board, in writing, of the name or names of the tenant or tenants, anyone co-occupying the Home (e.g., children of the tenant), his, her or their contact information, including telephone numbers and email address if

any, and the lease term, together with providing the Association with a copy of the lease and any amendments or future extensions thereof. The Owner shall be responsible to the Association for any violation of this Declaration, the Bylaws, and the Rules. (iii) In addition, in order to maintain the character of the Community as primarily a housing community for owner-occupants, the Association or its Board, from time to time, may adopt rules limiting or restricting the number of Homes that may be leased, provided that no such rule shall limit or restrict the right of (i) an institutional first mortgagee, insurer or guarantor, or entity established by such institutional first mortgagee, insurer, guarantor to hold title, which takes title to a Home as the purchaser at foreclosure sale, by deed in lieu of foreclosure or by assignment or (ii) Declarant, or Declarant's assignee who becomes a successor developer of the Condominium, to rent a Home or Homes owned by Declarant or such successor. iv. Except as may be further restricted by the Association or its Board as set forth above, no more than ten percent (10%) of the Homes may be leased at any time on a first come first serve basis by the Declarant or Homeowners. Such Homes may continue to be leased for as long as they have not been un-leased for a consecutive twelve (12) month period. Thereafter such previously leased Home shall be replaced by the next eligible Home that has been requested permission to be leased by its Owner or the Declarant. The Association shall maintain a list of Homes exceeding the 10% leasing limit (or lower limit if such lower limit is established by the Association or its Board) whose Owner or the Declarant has requested in writing that the Home be placed on the list to be leased. This list shall be used in order of receipt of the request to lease to determine priority if a lease opportunity becomes available pursuant to the leasing provisions of this Declaration, Bylaws or Rules and Regulations.

10.11. Vehicles.

The Board is granted the power and the authority to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted on or in the Community. In addition to its authority to levy Individual Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating this Declaration or such Rules. Without limitation to other Rules which may be adopted by the Board, no commercial vehicle, recreational vehicle, or motorcycle and no boat, trailer, hitch or other similar personal property shall at any time be parked or stored on any part of the Community other than in a garage. Pursuant to rules and regulations adopted by the Board, driveways may be used to park operable automobiles and trucks up to twenty-two feet (22') in length. The parking of commercial vehicles, recreational vehicles, motorcycles, boats, trailers, or other similar individual property on a driveway, shall be limited to periods necessary for loading and unloading. Furthermore, no automobile, truck or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked or stored on any Lot for a period of time longer than ten (10) days. After such time the vehicle, trailer or part shall be deemed to be a nuisance, and may be removed by the Association, at the Lot Owner's expense.

10.12. Trash

Except for the reasonably necessary activities of Declarant and by builders and developers approved by Declarant during the active development of during the original development of the Community, no burning or storage of trash of any kind shall be permitted in the Community. All trash shall be deposited in covered, sanitary containers, and these containers shall at all times be garage kept, or otherwise screened from view from any other Lot or street, except when temporarily placed outside for trash collection. No emptied trash containers shall be allowed to remain visible for more than twelve (12) hours following the trash pick-up.

10.13. Antennae, Satellite Dishes and Surveillance Equipment.
Except as otherwise required by federal, state or local law, no outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be installed or maintained in the Community except for satellite receiving dishes thirty (30) inches in diameter or smaller, positioned so as to minimize visibility from any street. Except as reasonably necessary to monitor an entrance to a Home, no surveillance, video or other monitoring equipment shall be installed on any Lot or on the exterior of a Home.

10.14 Utility Lines.
All utility lines in the Community shall be underground, subject only to exceptions for governmental authorities having jurisdiction, utility companies, Declarant and the Board.

10.15. Fuel Tanks.
No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that up to two (2) propane tanks of the size customarily used in residential propane gas grills are permitted for use with the propane gas grill. This Section shall not apply during the construction of any homes on the Lots or to any Lot containing Declarant's sales trailer.

10.16. Mailbox.
Declarant shall designate and install a curbside mailbox for each Home, with a design and composition that will provide uniformity to the Community. Each mailbox shall have the street numbers for the Lot served. If the mailbox is damaged, destroyed or deteriorates, then the Association, as a Common Expense, shall repair or replace such mailbox with an identical mailbox, or if unavailable, with another of a like kind, design, pattern, and color as initial mailbox. If the Owner of Lot or the Owner's family, guests or invitees is responsible for damage to a mailbox, the Owner's Lot shall be subject to an Individual Lot Assessment.

10.17. Fencing.
Except as otherwise provided herein, no fence may be constructed on any Lot except those installed by Declarant or the Association or a fence replacing a fence that was installed by Declarant or the Association.

10.18. Swimming Pools/Location of Hot Tubs or Spas.
No above-ground or in-ground swimming pool shall be permitted upon any Lot (except Lot1) except that this restriction shall not prohibit the installation of a hot tub or sauna, so long as such hot tub or sauna is designed for no more than eight (8) adults and is located within the rear yard in area formed by extending the sides of the Home.

10.19. Compliance with Zoning.
Certain provisions of this Declaration may have been included herein because of governmental requirements established through the zoning and development plan approval processes in the State, County, and/or Village in which the Subject Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding and as such requirements may be amended or modified, is required by this Declaration.

11. Additional Prohibited Improvements.
The following Improvements shall not be permitted on any Lot in the Community:

- Outdoor clotheslines.
- Window air conditioning units on any window facing a street.

- Swimming pools (except Lot 1).
- Sport and recreational courts, fixtures and facilities, including hoops and goal posts; children's recreational equipment or structures, including playground equipment, swing-sets, playhouses, tree houses and forts; and
- Exterior pet houses, runs, cages and enclosures.

Rules Revision History

Date Revised	Article #	Section & Description	Description of Rule Revision
11/12/2019	III Decorative Items	2: Decorative Items Permitted	Added artificial flowers paragraph
11/12/2019	III Decorative Items	2: Decorative Items Permitted	Allowed one (1) bird feeder, lawn ornament-statue or statuette per home
11/12/2019	III Decorative Items	2: Decorative Items Permitted	Added paragraph to allow only hose reel boxes
11/12/2019	III Decorative Items	2: Decorative Items Permitted	Extended the time period winter holiday decorations can be displayed from January 7th to January 15th
11/12/2019	III Decorative Items	2: Decorative Items Permitted	Added paragraph to allow one (1) non-metal flag holder to a porch post with special caulking stipulations
11/12/2109	VII. Exterior Alterations	6. Pergolas and Arbors	Added paragraph clarifying that fabric cover are allowed on non-rusting metal pergolas, when purchased as a component of the pergola
11/12/2109	VII. Exterior Alterations	8. Egress Window Well Solid or Mesh Covers	Added section on egress window well cover approval based on visual impact to the home and community with stipulations on homeowner responsibility. (See Addition of Egress window well cover policy in Appendix A)
11/12/2019	VII. Exterior Alterations	9. Video Doorbells	Added Section to clarify approval for video doorbells through an Exterior Modification Request
11/12/2019	Appendix A		Added Appendix A – The Preserve – Egress Window Well Cover Policy
07/26/2021	Appendix B		Added Retractable Awnings
07/26/2021	Section 5		Modified Flotation devices
09/06/2021	XIII. Clubhouse		Expanded language detailing Homeowner's responsibility when renting the Clubhouse.
12/18/2021	Article IV	Section 1	Rules regarding plants
12/18/2021	Section IV	Section 2	Added last sentence
12/18/2021	Article VI	Section 2	Added Pods and Dumpsters
07/11/2022	Article III	Section 1	Decorative Items Not Permitted – Rocks/Stones
07/11/2022	Article III	Section 2	Decorative Items Permitted – Concrete Curbing
07/11/2022	Article III	Section 2	Potted plants/shepherd hooks
07/11/2022	Article III	Section 2	Holiday Lights
07/11/2022	Article VII	Section 9	Video Doorbells and Video Cameras

Rules Revision History

Date Revised	Article #	Section & Description	Description of Rule Revision
12/14/2022	III	Section 2	Changed the Holiday lighting to allow any solid or multicolored lights
12/14/2022	III	Section 2	Added the permission to have one seasonal, wooden welcome decoration.
06/01/2023	XIII	For Rentals	Added first bullet point, fourth bullet point and modified the seventh bullet point.
06/01/2023	VII	Section 10	Added the rules for home generators
06/02/2023	XII	Clubhouse Rental Payment	Changed the first bullet to add how payment will be made. No checks needed. Added bullet 2 about the Private Party Form.
04/04/2024	VII	Section 11	Added rules for Knox Boxes
04/04/2024	III	Section 2	Removed "winter greenery" sentence from Potted Plants/Planters. Added "winter greenery" sentence to Winter and Other Holiday Decorations and included additional approved lighting locations
07/10/2024	XII	Section 4	Deleted "guests are limited to three (3) per home"
07/10/2024	XII	Section 6	Added "Swim diapers are mandatory when appropriate"
07/10/2024	III	Section 1	Deleted "Plant cages"
07/10/2024	III	Section 2	Added "Plant cages are allowed and must be green in color"
08/22/2024	XVIII	Section 10.5	Added "You may display up to two (2) temporary political signs at a time, but only one sign per candidate, issue or party" as well as "Political signs must be placed in a landscaped area, not on lawns". Also added "Any sign suggesting anything other than" was added to the second paragraph
3/17/2025	III	Section 2	Christmas/holiday lights and yard lights are permitted to be lit Nov. 15 to Jan 15
7/17/2025	VII	Section 12	Added Exterior Porch and Coach Lights/Lanterns – replacement with same/similar, no approval required. Different style requires prior approval; garage lanterns must match

Appendix A

The Preserve - Egress Window Well Covers

October 30, 2019

The Preserve Board of Directors (Board) have received numerous requests from Homeowners to install solid covers on Egress Window wells, on private homes in The Preserve. After considerable due diligence the Board provides the following:

It is the Board's responsibility to enforce the Preserve Rules and Regulations (Rules) which are for the good of all members of The Preserve Homeowners Association (HOA). With that, a key component of our reviews is for the visual appearances of the homes as well as the ability of the HOA to maintain the property's landscaping upkeep and lawn maintenance.

During the Board's due diligence, they found that rules, regulations and ordinances exist that govern Egress Window Covers. One set of rules that would apply is found in the Uniform Residential Code R310 which relates to Emergency Escape and Rescue Openings, labeled Attachment 1 and attached to this letter. It is not the responsibility of the HOA or Board to enforce rules and regulations outside of those adopted by the HOA. Given that, it is the Homeowner's sole responsibility to maintain compliance with the rules, regulations and ordinances of City, State, and national codes and regulations.

Therefore, the Homeowner is responsible for:

1. The selection of window egress covers that comply with the local, state and national building code and regulations.
2. The selection of a qualified and insured service provider to properly and safely install the window egress cover (or install it themselves) consistent with the manufacturer's instructions and all applicable building codes.
3. The installation must provide a minimal visual impact on the property and not impair the landscaping lawn upkeep or maintenance of the property.
4. The primary and sole responsibility for regular inspection and maintenance of the window egress cover to ensure it remains in compliance with all applicable building codes and the manufacturer's permitted uses and instructions; and,
5. The Homeowner will maintain a policy of homeowner's insurance covering his/her Preserve property where the window egress cover is placed.

The Preserve HOA Rules do state the following:

> ARTICLE VII. EXTERIOR ALTERATION, Section 7. Exterior Penetrations
> Drilling holes, pounding nails, or driving screws through the exterior siding, trim, and masonry is not allowed. Such penetrations expose the exterior walls to moisture and damage.

Therefore, the installation must comply with this Article.

The Board does not endorse the Homeowner's decision to use a window egress cover, the Homeowner's selection of an appropriate type/style of cover, any particular manufacturer, an installation method, and the proper use, inspection and maintenance of the window egress cover.

The only consideration the Board will review is from a visual and landscape maintenance standpoint.

The Preserve and its Board disclaims any legal responsibility arising from the Homeowner's decisions, listed above, to select, install, use, inspect and maintain a window egress cover. Given the information provided above, the homeowner will still need to submit a request for an egress window cover on an Exterior Modification Form, with detailed specifications of the egress window to be installed. The Preserve Board of Directors will review the request for visual impact to the home and community and approve if the egress cover meets these requirements. Once the Exterior Modification Request is approved, the homeowner may install the approved egress window cover.

Appendix B

The Preserve – Retractable Awnings

July 26, 2021

Section 1 - Guidelines

Retractable awnings will be considered for approval when the homeowner prepares and submits the following documents and follows the guidelines as listed below:

1. Sunsetter is the approved vendor for retractable awnings in the Preserve. Any other provider would have to be approved by the Board of Directors and the materials must meet or exceed the Sunsetter materials.
2. The awning may be placed either over a patio or deck.
3. Site plan with outline and dimensions of the retractable awning, showing its outer limits.
4. A picture of the space, indicating the location of the retractable awning.
5. The maximum width of a retractable awning shall be 20 feet and the depth 16 feet.
6. A temporary drop-down screen will be allowed.
7. Upon receiving Homeowners' Association approval, the homeowner shall be responsible to obtain a City of Green Bay building permit.
8. The homeowner must agree, in writing, that the awning shall be rolled back each night.

Section 2 - Materials

Retractable awnings shall be manufactured with waterproof, woven acrylic fabrics. The structural components shall be constructed of aluminum materials, designed to meet all the City of Green Bay building codes.

Approved materials include:

1. Retractable awnings shall be manufactured with only SUNBRELLA fabric.
    a. Color will be Sunsetter color 4859 Silica Dune.
2. Awning may be either manual or motor driven.
    a. If motor driven electrical must be placed up in the soffits. May require some additional cost for electrical.
3. Awning to be attached above the soffits.
4. Brackets will be coated aluminum with the appropriate stainless steel lag bolts.

5. Drop down will be the cream color solar screen.
    a. The dropdown shade can hang on any side or 3 sides of the awning. The intent of this screen is if the sun is at an angle that it is shining under the awning the dropdown can be lowered to block the sun from getting in.
6. Sunsetter also makes a dropdown screen called an EasyShade that is also available and can be approved following the same process as outlined for the awning. Separate from the awning, these are intended for front porch areas where sun is a problem when sitting on the porch. These can be mounted inside the porch area up near the ceiling where they are not visible from the street. They can be automated or manual. These are not approved for outdoor window coverings. The approved colors are either Cream or Desert Sand.

Section 3 - Obtaining a Request Form

The Request Form for Deck & Patio Retractable Awnings is available through the Property Manager's office or on the Preserve Website. This form indicates the approved awning color and procedures required.

Section 4 - Maintenance

The homeowner shall accept all liability and maintenance of the installation. The homeowner shall be responsible for all ongoing maintenance. (Note: The homeowner shall not allow the awning or appurtenances to fade or become unkempt.) If the Homeowners' Association deems these elements to become in disrepair, they will notify the homeowner to remove same. The homeowner shall have 60 days to comply, or the Homeowners' Association may elect to remove same and bill the homeowner for same. The homeowner shall sign a statement agreeing to these conditions prior to receiving approval from the Homeowners' Association for awning installation.