

# **Rules, Regulations, and Architectural Control Standards**

**FOR**

## **Owners' Association of Park Place Condominium, Inc.**

**Effective January 1, 2014**

*Revisions in 2016 and 2017 are marked*

**The Board of Directors hereby establishes and adopts the following Rules,  
Regulations, and Architectural Control Standards for the Owners'  
Association of Park Place Condominium, Inc.**

**Supersedes February 1, 2008 edition**

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## **1. STATEMENT OF POLICY AND PURPOSE**

**This booklet is a quick reference to the current community rules and regulations adopted and/or revised by the board of Directors. It contains specific rules and regulations authorized by the Declaration and By-Laws of the Owners' association of Park Place Condominium, Inc. The rules and regulations may be revised by the board of Directors at any time.**

**This booklet is designed to help all unit owners and renters understand the rules and regulations under which the association operates. These rules and regulations are necessary in order to maintain a high-quality residential community. Park Place is intended to be primarily owner-occupied.**

**The association is governed by the statutes of the State of Wisconsin regulating the creation and operation of condominiums, currently Chapter 703 of the Revised Code of Wisconsin Condominium laws, and in accordance with the Declaration and By-Laws.**

**The rules and regulations are not a substitute for the Declaration and By-Laws, which are the governing documents for the board of directors. The Declaration and By-Laws should be read and understood by every unit owner and renter. In the event of a conflict among the wording of these documents, the documents will control in the following order: (1) Declaration, (2) By-Laws, (3) rules, regulations, and standards.**

**These rules and regulations apply to renters as well as owners. Owners who rent their units are required to provide their renters with a copy of these rules and regulations.**

**In establishing and maintaining the rules, regulations and standards, the board of directors makes every effort to ensure they do not affect the right of unit owners to enjoy reasonable and acceptable use of their property and privilege of ownership. These rules will benefit all owners and help preserve property values by keeping overall appearances uniform and well maintained. Questions about the association and its activities or an interpretation of rules should be directed to the board of Directors.**

**These rules, regulations and standards shall take effect on January 1, 2014. They may be modified, repealed, or amended at any time by a resolution of the board of directors.**

**Violations of these rules, regulations and standards will subject the unit owner to fines and/or legal action as set forth under Section 11.**

## **2. SUBMITTING INFORMATION TO THE BOARD OF DIRECTORS**

Requests, questions, suggestions, comments, or complaints should be submitted to the board in writing. Unit owners are encouraged to bring their concerns regarding the overall community needs of Park Place to the attention of the board.

Contact Information:

Email: [parkplacesville@gmail.com](mailto:parkplacesville@gmail.com)

Address:     Park Place Condominium, Inc.  
              P O Box 80231  
              Saukville, WI 53080

**3. CONDOMINIUM ASSESSMENT**

- a. Every owner is obligated to pay the annual assessment, sometimes called “dues”; it is not an option. The annual assessment is established by the board during the budget process, considering income and expenses in prior years, and as outlined in the Declaration and By-Laws.
- b. For convenience, the annual assessment is divided into 12 increments, payable at a minimum of once per month.
- c. Unit owners may choose to pay in advance for more than one month (e.g., bi-monthly, quarterly, semi-annually, annually, etc.), provided 1/12 of the annual amount is received at least monthly.
- d. All assessments must be paid in advance of any period chosen. Arrears payments will not be accepted without penalty, even if part of an advance payment is for additional months (see below).
- e. All payments are due on the first of the month, or the first of the first month to which the payment applies (e.g., January is due by January 1; a quarterly payment for January, February, and March is due on January 1). There will be a five-day grace period for all assessment payments. After five days, a \$25.00 per month late fee will be assessed against the unit owner (e.g., a January payment received on January 8 will be assessed a \$25.00 late fee; a January, February, and March payment received on February 8 will be assessed a \$50.00 late fee).
- f. After three consecutive months of non-payment, a Statement of Lien shall be filed with the Ozaukee County Clerk of Courts pursuant to Wisconsin State Statute 703.165.
- g. Payment of the annual assessment will be accepted from a renter, if that is the arrangement between the unit owner and the renter. Payment of the annual assessment, however, is ultimately the responsibility of the owner of any vacant, rented, or unsold units. The assessment will be collected in full regardless of the status of any unit. If a renter does not pay as arranged, the unit owner will be considered delinquent.

#### **4. GENERAL RULES AND REGULATIONS**

Each unit owner is responsible for the proper conduct of renters, members of the household, guests, service personnel, and pets.

- a. **Noise.** No occupant shall cause or permit any disturbing noise or disorderly conduct in their unit or on the premises, or to permit acts which interfere with or otherwise prejudice the rights, comfort, or convenience of other occupants. Disturbing the peace will not be tolerated.

- (1) Quiet hours are 11:00 p.m. to 7:00 a.m.
- (2) Occupants shall exercise extreme care to confine routine noise to their own unit during quiet hours. Audio equipment, TVs, appliances, tools, etc., should not be audible in another unit. If they are, they are too loud.
- (3) Owners and renters shall schedule or perform repair work (removal, installation, remodeling, etc.), with required operations such as hammering, sawing, drilling, sanding, etc. between the hours of 8:00 a.m. and 6:00 p.m.
- (4) Use of fireworks or firecrackers of any kind anywhere on the premises will not be tolerated.
- (5) Vehicle noise shall be kept to a minimum. Racing or revving vehicle, motorcycle, or other engines is not permitted. Use of vehicle horns shall not be used within the complex.
- (6) Moving shall not take place during designated quiet hours.

- b. **Activities.** Nothing shall be done or maintained in any unit, limited common area, or common area which is in violation of any village, county, state, or federal law.

- (1) No noxious or offensive activity shall be carried on within or on any unit, patio, porch, limited common area, or common area by any unit resident. Nothing shall be done in these areas which may be or become an annoyance to the neighborhood or occupants of other unit.
- (2) **Smoking.** Smoking legal substances is allowed on Park Place premises. All smoking materials, however, must be disposed of properly and never discarded on any part of the common area grounds.

## **UNIT RENTAL SUGGESTIONS (MONTH-TO-MONTH OR LEASE)**

A condo renter answers to the owner, and has little interaction with the association. The owner should screen prospective renters on their ability to live at Park Place in a quiet, peaceful, and non-disruptive manner, and in strict compliance with ALL Rules and Regulations, the Declaration, and the Bylaws. Violations of condo rules by renters are ultimately the responsibility of the owner.

Since owners are completely responsible for tenants after occupancy, the board strongly suggests that any owner who chooses to rent a unit is wise to take the following steps prior to entering into any agreement with a renter.

- a. Obtain a consumer credit report on the applicant.
- b. Verify the employment history of the applicant with all employers for the prior two years.
- c. Check the rental history of the applicant with all landlords for the prior two years, either as reported by the applicant or as disclosed through an investigation by a service.
- d. Check public records.

## **5. UNIT RENTAL REQUIREMENTS (MONTH-TO-MONTH OR LEASE)**

- a) **Board notification.** An owner shall notify the board in advance of the intent to rent a unit. Subsequently, an owner shall notify the board of the names and contact information of all occupants of the rented unit.
- b) **Agreements/leases.** All agreements shall be in writing and be subject to the Declaration, Bylaws, and Rules & Regulations. The board must be provided with a copy of the agreement prior to allowing a renter to move in.
- c) **Renter information.** The names, phone numbers, and other board-required information regarding all renters and occupants of a unit, must be provided to the board as soon as reasonably possible, but in no case less than fourteen (14) days from the date of occupancy. Required information includes emergency telephone numbers, email addresses, description of pets and license plate numbers. This information is very important in case of emergency, and to provide notifications.
- d) **Rules provided - stipulation.** Unit owners are required to provide a hard copy of the Rules & Regulations to a renter prior to move-in. Unit owners further agree to require each and every renter to read and sign a board-approved amendment to the lease or rental agreement that stipulates compliance with all association governing documents. All renters shall agree to comply with the provisions of the Declaration, Bylaws, and Rules & Regulations of the association.

- e. **Renter default.** Any failure of a renter to comply with the terms of the Declaration, Bylaws, or Rules & Regulations of the association shall be considered a default under the lease or rental agreement. In the case of such a default, the board can require the owner to evict the renter.
- f. **No transient purposes.** With the exception of a lender in possession of a unit following a default in a mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of a foreclosure, no unit owner shall be permitted to lease his unit for hotel or transient purposes for any period less than three (3) months.
- g. **Responsibility.** The unit owner will be held responsible for any damage to common elements or limited common elements caused by a renter or invitees of a renter, whether or not the renter was in violation of the rental agreement or any rules or regulations. Rental of a condominium unit does not constitute a waiver or relinquishment of the responsibilities of the unit owner as specified in the Declaration, Bylaws, and Rules & Regulations.
- h. **Insurance.** Renters must have renter insurance.
- i. **Utilities.** The association pays the utility bills for common area water and lighting. Owners are responsible for rental unit utility bills, including water.
- j. **Violations.** If a unit owner fails to follow the rules in this section, the board may impose a fine of \$200/month for each violation.

## **6. UNIT SALES**

Upon the sale of a unit, the seller must provide the board with the name and contact information of the buyer.

## **7. UNIT REPAIRS**

- a. All repairs/replacements within a unit, including interior decorating, painting, plumbing, electrical, HVAC, smoke and carbon monoxide alarms and their batteries, windows and doors, are the responsibility of the unit owner. All mechanical work shall be done by a licensed tradesperson in a workmanlike manner. Work vehicles must adhere to parking rules.
- b. Maintenance and replacement of electric garage door openers is the responsibility of the unit owner.
- c. All work requiring a village permit must have the proper permit(s) displayed in a unit window.

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- d. All work requiring a village permit must also be approved by the board prior to start.
- e. The unit owner is responsible for choosing an appropriate service company for unit repairs. Unit owners are allowed to complete work on their own, provided proper permits and approval is granted pursuant to this section.
- f. Repairs to common areas are the responsibility of the association and considered common expenses, except as noted below.

#### **8. DAMAGE/VANDALISM**

Damage or vandalism to buildings, signs, common, or limited common areas caused by any unit owner, renter, household member, pet, guest, contractor, or anyone associated with the unit, shall be repaired at the discretion of the association and at the expense of the unit owner. A fine may be assessed in addition to repair costs.

#### **9. SIGNS AND ADVERTISING**

Signs, notices, or advertisements shall not be placed, inscribed, or exposed in or on any limited common or common area. Specifically excluded from this regulation are one (1) for-sale sign, decorations, only the American flag, and any signs or displays expressly allowed by law. All Political and campaign signs are prohibited.

#### **10. OBSTRUCTIONS**

- a. Common areas shall not be used for storage or be obstructed in any way. Bicycles, toys, grills (*also see item 12, BALCONIES/PATIOS/GRILLS*), or any other personal property shall not obstruct entrances, sidewalks, driveways, parking areas, or any other common or limited common area. *They must be stored inside the unit or garage.*
- b. Nothing shall be placed or stored in the emergency hallways of Building 5.

#### **11. PERSONAL PROPERTY**

- a. No explosive, flammable, or combustible fluid, chemical, or substance shall be allowed in any lower unit outdoor storage room.
- b. Each lower unit owner or renter shall be responsible for locking the outside storage room. Access to the storage rooms containing water meters must be granted to village personnel and the board. Nothing may be placed in the water meter storage room to hamper easy accessibility to meters, lights, or heaters. Nothing may be placed within three (3) feet of the electric panel, fire alarm control, or heater, per Wisconsin building code.

- c. The board or association will not be responsible for the theft or loss of personal property from any unit, garage, balcony, patio, entrance way, parking space, or storage room, whether locked or unlocked.

## **12. BALCONIES/ PATIOS/GRILLS** (\*rev 2016)

- a. The Wisconsin's Fire Prevention Code adopts the standards of the National Fire Protection Association. NFPA 1 prohibits the use of any grills on condominium upper balconies. Under the NFPA regulations, gas, charcoal, electric or wood-burning grills shall not be used on a balcony if the building is multi-family (3 or more units), if the living space is above ground level (2nd floor or higher), and if the balcony is made of combustible material.
- b. It is recommended: (a) that all grilling be done ten (10) feet from the building, and (b) that an ABC dry chemical fire extinguisher be kept near any grilling area. **GRILLS SHALL BE COMPLETELY COLD BEFORE STORING INSIDE; HOWEVER, THEY MUST BE MOVED INSIDE OR TO THE PATIO (LOWER UNITS) WITHIN 24 HOURS.**
- c. Except with board approval, only standard outdoor furniture may be used on balconies and patios. Potted plants are allowed if they have proper drainage saucers. Water may not drip or overflow in any way to the lower porch.
- d. Intentionally throwing or dropping objects from balconies is prohibited. Balconies should not be used on a regular basis for hanging laundry, rugs, planters, etc.
- e. Balconies and patios shall not be screened or altered in any way

## **13. STORM DOORS AND WINDOWS**

- a. Storm doors are optional. If desired, each unit owner is responsible for purchasing, installing, and maintaining a storm door for the front and/or balcony doors.
- b. All storm doors shall be white and materially similar to those of other units. Only self-storing or full-length view glass, with/or without insect screens, are permitted. Etched glass is permitted. The board reserves the right to remove doors not meeting these specifications.
- c. Storm doors installed prior to 2008 may remain in place. If a storm door is to be replaced, this section of the rules applies.
- d. Exterior storm windows shall not be installed on the outside of existing windows.

- e. Exterior shades, awnings, window guards, ventilators, fans, air conditioners, or like devices shall not be used in or about the windows or outside the building.

f.

#### **14. RUMMAGE /GARAGE SALES**

Garage, rummage, or similar sales in or on any limited common area or common area are prohibited. Garages are considered limited common areas.

#### **15. SEASONAL DECORATIONS**

- a. Seasonal decorations are permitted for up to sixty (60) days surrounding each holiday (30 days before and 30 days after the holiday).
- b. Seasonal decorations are to be confined to an individual unit, including the balcony or patio. No decorations or electrical cords shall hang over or extend beyond these areas or interfere with walkways, or other units or owners. No decorations may be attached to any roof, siding, brick, or any other part of a building using any type of fastener. Decorations on common area trees and lawns are prohibited. Lighted decorations should be turned off after 11:00pm.

#### **16. GREEN SPACE/COMMON AREAS**

Except as described in item 17, FLOWERS, etc., below, adding to, removing from, or otherwise changing the arrangement of shrubs, trees, vines, and other plantings installed by the condo association within the grass areas or mulch beds is prohibited. New planting areas, beds, and raised planters may not be constructed. The board will, however, consider written proposals from unit owners.

#### **17. FLOWERS/OUTDOOR/MULCH/BIRD FEEDERS, ETC. \*rev 2017)**

- a. Owners and renters are allowed to add annual and perennial flowers to the limited common areas directly outside individual entry doors (upper and lower units) and along garages (upper units) in the established brown mulch areas. Planting flowers anywhere else in Park Place is not allowed. Permission from the board is not necessary; however, the restrictions below must be followed:
  - (1) *Live*, growing flowers only; artificial flowers are not allowed.
  - (2) Vegetable plants, vegetable garden areas, and potted vegetables are not allowed.
  - (3) Plants on the Wisconsin invasive species list are not allowed.
  - (4) Trees, shrubs, and plants planted by the association may not be removed.
  - (5) Planting areas can only have brown mulch. \* 2017
- b. Decorations, figurines, statues, or bird baths are limited to three (3) of any combination of these items.

- c. The owner/renter who wants additional plants or flowers is responsible for any expense involved, as well as future maintenance. The association and its landscape contractor will have no liability for damage caused to flowers, plants, or decorations for any reason. If plantings are not properly maintained, the association will remove them or have the work done at the expense of the owner.
- d. All plantings and decorations are subject to review by the board if a complaint is received from any owner. The association has the right to require an owner to remove plantings and/or decorations at any time through written notification. The owner shall be responsible for restoring the landscaping to its original condition.
- e. When not in use during the gardening season, all garden hoses should be stored or coiled unobtrusively in a mulched area, or mounted on a portable reel behind existing shrubbery. Once the gardening season is over, hoses should be stored inside the unit garage.
- f. Since they attract animals (raccoons, possums, etc.), rodents (squirrels, chipmunks, rats, mice, etc.) and other pests, bird feeders and bird houses are not allowed anywhere in the complex. *NOTE: Placing human or animal food of any kind outside a unit, or anywhere in Park Place, to feed domestic or wild animals of any kind, including pets, is strictly forbidden. This includes feeding fish in the pond.*
- g. In consideration of your neighbors, wind chimes are not encouraged. Chimes must be removed if there is any objection.

#### **18. PAVER WALKWAYS**

After submitting a written request and receiving written permission from the board, a paver walkway may be installed from the concrete sidewalk immediately in front of a unit front door to the adjoining asphalt. Materials and labor are the responsibility of the owner. The following standards must be met:

- a. Only landscape pavers the same or similar color as the red brick on the condos are allowed.
- b. Walkways may be a maximum of two pavers wide.
- c. After digging out the grass in the area, pavers are to be set into the ground low enough to allow routine lawn maintenance using a mower.
- d. Pavers must be maintained annually, or as necessary. This includes leveling and/or adjusting the height of each paver, as well as repair of any chipped or cracked paver.

#### **19. SATELLITE DISHES/EXTERIOR ANTENNAE**

- a. The board of directors must be notified (a) of the intent of any unit owner(s) to install any dish, and (b) of the details of the installation (company, date of installation, proposed location of dish and cables, etc.) as soon as possible but not less than ten (10) days prior to the planned installation date. Any

cost associated with the installation shall be borne by the unit owner(s) involved.

- b. The cost to repair any damage caused to any exterior or interior feature of the building during the dish installation, or at any time while the dish is in place, will also be borne by the unit owner(s) involved. The unit owner(s) involved will also be expected to resolve any concern, problem, or dispute of any other unit owner(s) related to the installation or use of any dish. If the concern, problem, or dispute cannot be satisfactorily resolved, it may become necessary to remove the dish.
- c. Traditional television antennae or any other type of antennae are prohibited from being placed, installed, or otherwise mounted on any common area or limited common area, or balconies.

## **20. RECREATIONAL ACTIVITIES**

- a. **Bicycles.** Bicycle riding is permitted, provided all village and state regulations are being observed. For safety reasons, bicycles may be operated *only* on paved roadways; not on sidewalks or other common areas, and only during daylight hours. Bicycle riding after dark is prohibited. "Dark" is defined as 15 minutes after sunset.

All bicycles must be stored inside units or garages, and not on porches or in any common area.

- b. **Other Wheeled Recreational Equipment.** Skateboards, in-line skates, rollerblades, scooters, and other similar wheeled equipment, may not be used anywhere in the complex, including parking areas, roadways, and walkways. Use of *motorized* skateboards, mini-scooters, or other similar non-licensed equipment is also prohibited.
- c. **Sports.** Sports, including baseball, softball, and soccer, are not permitted on roadways or sidewalks. All equipment must be stored inside units or garages, and not on porches or in any common area.
- d. **Retention Pond.** Activities of any kind, including walking, swimming, wading, fishing, boating, ice skating, sledding, etc., in or on the pond are prohibited. Children and pets are not allowed in or on the pond. The pond is for retaining storm water. The water is not clean, contains chemicals, and is unsafe for contact with or consumption by humans.
- e. **Fireworks.** Use of fireworks or firecrackers of any kind anywhere on the premises will not be tolerated.
- f. **Supervision.** Because of the dangers of the storm water retention pond and traffic on roadways, parents are asked to supervise young children when they are outdoors within the complex. "Supervise" means that a parent, guardian, or responsible caregiver is in close proximity to the child at all times.

## **21. ANIMALS AND PETS**

- a. Keeping, boarding or raising animals of any kind in any unit or in the common or limited common areas is prohibited, except the keeping of orderly domestic pets as follows:
  - (1) Two cats OR one dog of any breed not restricted within this section.
  - (2) One cat AND one dog of any breed not restricted within this section.
  - (3) Other small, orderly domestic pets.
  - (4) Wild or exotic animals, or those prohibited by law, are not allowed.
- b. The following breeds of dogs are not permitted anywhere on Park Place premises: Doberman, German Shepherd, Wolf Hybrid, Pit Bull, and Rottweiler. The board may expand the prohibited breed list at any time.
- c. With the exception of a service animal required for disability reasons, unit occupants and visitors are not allowed to bring prohibited animals onto Park Place premises.
- d. Cats, any permitted dogs, and any other permitted domestic pets shall be kept leashed, in a cage, or in a carrying container and under the control of a competent person whenever the pet is outside the unit of the owner. Residents and/or visitor pets shall not be allowed to run free or unleashed at any time while on Park Place premises.
- e. **Pet Waste.** It is the responsibility of the unit owner or person in control of the pet to properly and immediately pick up all pet waste from any common or limited common area. All pet waste is to be properly and securely bagged and disposed of in the garbage receptacle of the unit owner.

Soiled pet litter shall be properly and securely bagged and disposed of in the garbage receptacle of the unit owner.
- f. All cats and permitted dogs shall be properly registered/licensed with the village in accordance with village pet regulations.
- g. A unit owner shall take precautions to prevent any owned or visiting pet from being a nuisance, annoyance, danger, or otherwise interfering with the rights, comfort, or convenience of any other unit owner.
- h. A unit owner is responsible for all damage to common areas or limited common areas or to the property of others caused by any owned or visiting pet.
- i. The board may have a pet removed from a unit upon declaring the pet a nuisance. After proper notification to the unit owner, the board may declare a pet a nuisance for:
  - (1) Unreasonable noise or odor.
  - (2) Unruly or dangerous behavior.

- (3) Repeated or excessive damage to the common areas or limited common areas.
  - (4) Repeated vermin or flea infestation.
  - (5) Inappropriate or inadequate vaccination.
  - (6) Repeated violations of any rules in this section.
- j. Unit owners should attempt to resolve animal complaints with the pet owner. If the problem is not corrected by the pet owner, a written complaint may be submitted to the board. The problem and all attempted action taken to resolve the issue should be outlined in the complaint.

## **22. SAFETY**

- a. **Fire Extinguishers.** It is recommended that each unit contain at least one fire extinguisher.
- b. **Fire Alarms.** Each building has a central fire alarm system with a central battery backup. The central unit is maintained by the association. Each unit shall contain individual smoke alarms/detectors maintained in working order by the unit owner. All smoke alarms/detectors in common areas shall be equipped with charged batteries in addition to the central battery backup. Residents are responsible for replacing the batteries in their individual smoke alarms and/or carbon monoxide alarms.

The central fire alarms are loud audio alerts only within each building. They are NOT connected to other buildings or the fire department.

- c. **Fire Safety Procedure.** In the event of a fire:
  - (1) If the audio fire alarm is not sounding, pull the fire alarm box next to your front door. This will alert other unit owners of the emergency. EXIT the unit and close the door.
  - (2) Note: building 5 does not have an alarm next to the door. The alarm will sound in the emergency hallway and outside the emergency exit doors.
  - (3) Only after exiting the building, and when possible to do so safely, call the Saukville Fire Department by dialing 911 from a cell phone or another building.
  - (4) Gather outside with other residents and try to determine if all units have been vacated.
  - (5) DO NOT attempt to remove vehicles from any garage. This will cause traffic congestion and hamper the efforts of the fire department.
  - (6) DO NOT re-enter the building until this is permitted by the fire department.
- d. **Carbon Monoxide Dectectors.** It is recommended that each unit contain at least one carbon monoxide detector.
- e. **Speed Limit.** The *maximum* speed limit throughout Park Place is 15 mph. Drivers are expected to use common sense, however, and reduce speed when pedestrians and other vehicles are present, and during bad weather conditions.

### **23. RUBBISH AND RECYCLABLES**

- a. Weekly pickup of rubbish and recyclables is delayed by one day during the week that includes the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- b. The association contracts for weekly garbage, trash, and recycling pickup. Each unit has been provided with one wheeled trash receptacle and one recycling bin. All garbage should be securely bagged and tied and then placed in the receptacle.
- c. Both receptacles are to be kept inside the garage and set out no sooner than the evening prior to our pickup day. Receptacles shall be returned to the garage within a maximum of 24 hours following pickup.
- d. Recyclable items shall be placed in the recycling bin. These include aluminum and tin cans, glass jars and bottles, plastic bottles and containers. Cardboard, newspapers, magazines, junk paper, telephone books, etc., shall be placed in the recycling bin. Large boxes need to be broken down to fit into the truck. Please consider windy conditions when setting out the recycle bin and weigh down if necessary.
- e. Items such as furniture, appliances, mattresses, etc., are to be moved to the outside by the unit owner. The unit owner must notify the board about the need for a special pickup, which will be arranged at the expense of the unit owner.
- f. Natural/live Christmas trees and wreaths must be removed to the highway shoulder (not in the ditch) near the main entrance of the complex for chipping as scheduled by the Village of Saukville. The village will NOT enter private property for chipping purposes. You can contact the village hall or check on the village website newsletter for scheduled pickup chipping dates. <http://www.village.saukville.wi.us/>
- g. No hazardous waste items, such as pesticides, paint, solvents, chemicals, etc., shall be placed in any trash receptacle or recycling bin by anyone. These items must be taken to a hazardous waste site at the expense of the unit owner.
- h. No debris or waste of any kind shall be strewn on the ground or disposed of in any common or limited common area unless you have receptacles for that purpose.

### **24. PARKING AND VEHICLES**

- a. Each unit owner shall have exclusive use of the two-car garage located in the limited common area of that unit. In addition, each unit owner will be permitted to use the common roadway directly outside the unit garage to park no more than two acceptable vehicles. Vehicles parked outside shall park perpendicular (not parallel) to the unit garage door, not to interfere with

other units or unit owners in any way, including blocking access to sidewalks and other garages.

- b. No restricted vehicle or equipment shall be stored or parked in or on any part of the common or limited common areas at any time without written permission from the board. Parking on any grassed or landscaped area is prohibited.
- c. A unit owner shall not park any vehicle on any other common roadway or space, including guest spaces. Designated guest parking spaces are for visitors only and are used to temporarily accommodate resident needs. Vehicles in violation of this section may be towed without notice under Wisconsin Statute 346.55(3)(4) at the total expense of the vehicle owner.
- d. Garage parking shall be for the exclusive use of the assigned unit owner, lessee or their guests. An owner may rent garage space to another owner only.
- e. Any owner who has leased a unit shall be deemed to have surrendered all rights to the use of the common areas, including common area parking.
- f. Acceptable Vehicles. Parking on the property is limited to acceptable vehicles which include any conventional passenger vehicle, motorcycle, non-commercial-use truck or van registered as a pleasure vehicle with a load capacity of under 10,000 lbs. gross vehicle weight. All acceptable vehicles are subject to the same rules.
- g. Restricted Vehicles. Vehicles which are not in operating condition, or which because of mechanical or other defect (i.e. broken windows, flat tires, leaking gas or oil, open trunk, rust, severe body damage, loud or missing muffler, unlicensed, etc.) may not be parked on the premises. If a vehicle is in such a condition that it cannot be legally operated on State of Wisconsin roads, it may not be parked on Park Place property for more than (2) two days.

No trailers, RVs, boats, snowmobiles, mobile homes, campers, recreational vehicles, trucks or vans rated above one (1) ton or any commercial vehicle, car, truck, or other vehicle with advertising viewable on the outside. Service vehicles and moving vans (during a move) may park for no longer than 48 hours.
- h. Owners and renters may park only inside or outside their designated garage space, as indicated above. Owners and renters shall not park any vehicle on any other common roadway or space, including grassed or landscaped areas. Use of visitor parking spaces by owners or renters is prohibited.
- i. A guest is someone who resides elsewhere and is visiting a condo resident. Residents must inform their guest(s) of vehicle and parking rules. Visitors may not park in any combination of the three designated visitor areas for more than two (2) consecutive days without permission of the board.

Visitors may park within the unit owner/renter garage and driveway allowances maintaining the limit of four (4) vehicles.

- j. **Towing/Fines.** The board has the right to have vehicles in violation of any of the parking provisions towed. Any and all towing and storage charges or damage incurred in the process, shall be the responsibility of the vehicle owner under Wisconsin Statute 346.55(3)(4), and/or the board can issue a fine for any violation of the Park Place parking policy.

Major vehicle repairs that involve bodywork, loud noise, or repairs involving a vehicle partially dismantled or jacked up for any reason other than a tire change are not permitted. Residents are responsible for cleanup of any fluid leakage that can cause damage to roadways or common areas. All vehicles with loud exhaust systems are prohibited.

Any subsequent violation of this policy involving the same vehicle within six (6) months of the initial notice may result in the immediate removal of such vehicle without further notification.

Nothing in this policy shall be construed to hold the association or its agents responsible for any damage to vehicles or loss of property parked on common parking areas.

The board of Directors may, from time to time, amend this policy in accordance with applicable law.

k. **Vehicle Definitions**

- (1) **Commercial Vehicle:** Any vehicle including vans used for commercial use and vehicles displaying commercial signage of any type, excluding vehicles of a governmental agency, police, or other emergency vehicles.
- (2) **Truck:** A truck is a vehicle with a load capacity of greater than one (1) ton and/or meeting either of the following conditions: Having more than two (2) axles, and/or having more than four (4) wheels.
- (3) **Trailer:** A trailer is any vehicle which is drawn by another vehicle having motive power but is incapable of motive power by itself.
- (4) **Mobile Home:** A mobile home is a vehicle having its own motive power outfitted as a traveling home.
- (5) **Camp Truck:** A camper truck is any self-propelled camper.
- (6) **House Trailer:** A house trailer is any vehicle drawn by a car or truck and is used as a temporary or permanent dwelling.
- (7) **Recreational Vehicle:** Any vehicle not used for normal transportation on public roads such as jet skis, four-wheelers, three-wheelers, all-terrain vehicles, go-carts, mini-bikes, and water bikes.
- (8) **Boat:** Self-explanatory.
- (9) **Boat Trailer:** Same as trailer.

**25. ARCHITECTURAL CONTROL STANDARDS**

- a. Nothing shall be altered, constructed in, or removed from the common or limited common areas, except as approved by and arranged by the board.
- b. No structural (construction, alteration or removal) change within any unit or common or limited common area shall take place unless it is in strict accordance with the provisions of the Declaration and By-Laws.
- c. Any proposed change within a unit that requires a Village of Saukville permit shall be submitted in writing to the board before any work begins. All proposals shall include a complete description of the proposed changes.

**26. ARCHITECTURAL CONTROL POLICY**

- a. The Architectural Covenant of the Declaration imposes a legal requirement on the board to approve or disapprove construction of new structures, additions or alterations to the original design of the units, and all subsequent alterations before they are begun by the unit owner. Specifically excluded from this requirement is the initial construction of the buildings.
- b. The approval of any project does not preclude subsequent adoption of more restrictive or more liberal standards where necessary to maintain or improve overall architectural standards and harmony. No amendment shall affect any project approved prior to adoption of such an amendment.
- c. Any project or modification which was completed prior to the effective date of these regulations, and which would subsequently require board approval prior to initiation, shall not be construed as setting a precedent. board approval is required before any repairs, changes, and/or additions are made to the previously completed project or modification.
- d. Any project, modification, or other act in violation of these standards is subject to fines by the board and may require corrective action to bring the cause of the violation into immediate or future compliance with these standards.

**27. CONSTRUCTION RULES**

- a. The board shall approve all remodeling and other projects requiring a Village of Saukville permit. Plans for such work, including the name of the contractor and the proposed work schedule and duration, must be submitted to and approved by the board at least 30 days prior to the start of any work.
- b. Work shall not adversely affect other units and shall be in accordance with these rules, regulations, and architectural control standards.
- c. All work, especially high noise operations, and including demolition and general construction, shall take place between 7:00 a.m. and 6:00 p.m., Monday through Friday, unless approved in advance by the board.

- d. Any work requiring entry into an adjacent unit shall have the written approval of that unit owner and the board at least five days prior to the scheduled work.
- e. **System tie-ins**
  - (1) The contractor shall request board approval in writing at least ten days prior to any tie-in work involving plumbing, smoke detection, electrical, cable, phone, etc. The written tie-in request shall describe the work to be done, the length of time it will take to complete, and the contact name and phone number of the contractor.
  - (2) The contractor shall receive written approval from the board prior to the start of any tie-in work.
  - (3) The board may waive the ten-day written notice if emergency work is required.
- f. No contractor will be allowed in any building or unit without the permission of the unit owner.
- g. Contractor vehicles shall be parked only in guest parking areas or directly outside the garage of the unit involved. They shall not block access to common roadways or any other unit.
- h. The contractor shall clean any common or limited common area, including roadways, sidewalks, grounds, etc., affected by the project. The removal of construction debris is ultimately the responsibility of the unit owner.
- i. All contractors shall maintain professional conduct at all times while on Park Place premises.
- j. The board shall be notified immediately of emergencies caused by any work or project in a unit.
- k. All contractors shall be properly insured and shall furnish the unit owner with proof of liability insurance and/or bonding.
- l. A unit owner is ultimately responsible for any removal of debris from, damage to, or cleaning of, any common area as a result of the work or negligence of a contractor. The unit owner involved will be charged for any association expenses incurred for such work.
- m. In addition to reimbursing any association expenses, the unit owner involved will be subject to monetary fines and/or legal action for disregard or violation of these rules.
- n. This section of the rules applies only to unit owners wishing to make changes to their already completed units. They do not apply to the initial construction of the building.

## **28. ENFORCEMENT/FINES**

- a. It is the responsibility of every owner/renter to comply with the governing documents as same may be amended from time to time. The association is empowered to establish and levy fines for failure of any owner/renter to comply with any covenant, restriction, rule or regulation in the governing documents. Since voluntary compliance with the governing documents is not always obtained, occasionally it has been necessary for the board to take formal action in these situations. Violators will be subject to legal action, which may include but is not limited to actions to recover sums due for damages, or actions for injunctive relief, or any combination.
- b. A system of fines has been established to ensure compliance with these rules and regulations. The enforcement procedure will result in greater community awareness of the reasonable conduct all unit owners have the right to expect from each other. If a violator is not a unit owner, but associated with a unit owner, the unit owner is ultimately responsible for all fines and costs and the removal of the violation.
- c. Complaints shall be submitted to the board in writing. Upon receipt of a written complaint, the board shall take appropriate action to validate and resolve the complaint.
- d. **Fines.** Any violation of the Declaration, By-Laws, or Rules, Regulations, and Architectural Control Standards shall result in the following fines:
  - (1) The first fine shall be \$25.00. Each subsequent day a violation remains unresolved constitutes a new violation, with an additional fine of \$25.00.
  - (2) After the third day/violation, the fine shall be increased to \$50.00 per day/violation.
  - (3) Any imposed fine shall be increased by \$50.00 if the offense results in calling the police.
  - (4) The unit owner shall be responsible for reasonable and actual attorney and legal fees and other costs incurred by the association in connection with enforcing any violation of the Declaration, By-Laws, or Rules, Regulations, and Architectural Control Standards.
  - (5) Any fine or other fee not paid by the unit owner shall constitute a lien against the unit and a statement of lien shall be filed with the Ozaukee County Clerk of Courts.
- e. The board shall impose the following fines for violations of any rule listed in Sections 25, 26, and 27: **ARCHITECTURAL CONTROL STANDARDS, ARCHITECTURAL CONTROL POLICY, and CONSTRUCTION RULES:**

- (1) The first fine shall be \$100.00. Each subsequent day a violation remains unresolved constitutes a new violation, with an additional fine of \$100.00.**
  - (2) After the third day/violation, the fine shall be increased to \$200.00 per day/violation.**
  - (3) Any imposed fine shall be increased by \$50.00 if the offense results in calling the police.**
  - (4) The unit owner shall be responsible for reasonable and actual attorney and legal fees and other costs incurred by the association in connection with enforcing any violation of the Declaration, By-Laws, or Rules, Regulations, and Architectural Control Standards.**
  - (5) Any fine or other fee not paid by the unit owner shall constitute a lien against the unit and a statement of lien shall be filed with the Ozaukee County Clerk of Courts.**
- f. A fine shall apply to a unit owner whether the violator is the unit owner, a household member, a contractor, a service company, a renter, a guest, or any other party associated with the unit owner. The payment of a fine does not relieve the violator of the obligation to correct the violation. If the association incurs expenses to correct the violation, this expense shall be applied to the unit owner.**
- g. The board may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until the following procedures have been complied with:**
- If a violation of the rules is alleged in a written complaint to the board, the board will investigate the complaint. If the complaint is determined to be valid, the board will notify the violator in writing to cease and desist from the violation. This notification will include:**
- (1) The nature of the violation.**
  - (2) The action required to remove the violation.**
  - (3) Notification of a grace period of ten days, within which the violation may be removed without a fine. If the violation continues beyond the grace period, the fine shall apply.**
- h. A unit owner may appeal an action taken by the board pursuant to the Declaration, By-Laws, and these Rules, Regulations, and Architectural Control Standards. The unit owner may file a written appeal to the board. Upon receipt of an appeal, the president of the board shall appoint a grievance committee. The grievance committee shall consist of three unit owners who are not members of the board, relatives of the appealing unit owner, or persons otherwise interested in the matter. A hearing shall be conducted by the grievance committee within 15 days of the written appeal request. The hearing shall be informal.**

- (1) The grievance committee may uphold the action of the board, annul the action of the board, and/or take any action authorized by the Declaration, By-Laws, or these Rules, Regulations, and Architectural Control Standards. Within ten days of the hearing, the grievance committee shall deliver or mail a written decision to the board and the appealing unit owner. The decision of the grievance committee shall be final, not subject to appeal, and binding for all parties as of the date it is delivered or mailed to the appealing unit owner. Any fines imposed by the board shall remain a viable lien during the grievance procedure.**
- (2) If any unit owner fails to comply with the Declaration, By-Laws, or these Rules, Regulations, and Architectural Control Standards, or with any decision rendered under the By-Laws or these rules, the unit owner may be sued for damages or corrective action, or both, by the board. The association, if it prevails, is entitled to an award for attorney, legal, and other fees as determined by the court.**