

ABBEY RIDGE CONDOMINIUM OWNER'S ASSOCIATION, INC.

Rules and Regulations

The Declaration and Bylaws (and their amendments) describe the rights and responsibilities of Unit Owners and the Association. Included in the Bylaws are seven general "Rules and Regulations". From time to time questions arise that either are not covered in the Declaration or the Bylaws or are not universally understood. At that point, Paragraph 5.2 of the Bylaws directs the Association, through the Board, to adopt more specific "Rules and Regulations". Additionally, the Association has given some "blanket permissions" which a strict interpretation of the Declaration and Bylaws would have prohibited. What follows is the current compilation of both sets of "Rules and Regulations".

Rules and Regulations from Bylaws

1. **Use** — No unit owner shall occupy or use his or her unit or the Limited Common Elements appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than residential purposes, except that a unit owner may carry on a trade or business that does not involve on-site sales or visitations by third parties on more than an occasional basis, and a unit owner may lease to a third party no more than one unit. (Bylaw 6.1(a))
2. **Obstructions** — There shall be no obstruction of the Common Elements and facilities and nothing shall be stored therein without the prior written consent of the Association. (Bylaw 6.1(b))
3. **Increase of Insurance Rates** — Nothing shall be done or kept in any unit or in the Commons which will increase the rate of insurance of the Commons without the prior written consent of the Association. No unit owner shall permit anything to be done in his or her unit or in the Commons which will result in the cancellation of insurance on any unit or any part of the Commons or which would be in violation of any law or ordinance (Bylaw 6.1(c)).
4. **Signs** — No sign of any kind shall be displayed to the public view on or from any unit or in the Commons without the prior written consent of the Association. (Bylaw 6.1(d))
5. **Noxious Activity** — No noxious or offensive activity shall be carried on in any unit or in the Commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others. (Bylaw 6.1(e))
6. **Alteration, Construction, or Removal** — Nothing shall be altered or constructed in or removed from the Commons and facilities except with the written consent of the Association. (Bylaw 6.1(f))

7. **Pets** — No more than two (2) indoor pets of less than fifty (50) pounds each are permitted per Unit, provided that there is no more than one (1) dog per Unit. The Board may make Rules and Regulations related to 1) the breed and/or species of the pet; and 2) methods to keep pets from being a nuisance to other Owners. For purposes of enforcement of the City of Manitowoc Ordinance 14.020, "Regulation of Dogs, Cats and Other Animals", the Common Elements and the Limited Common Elements are not to be considered the private property of the Unit Owner and are subject to enforcement by the Manitowoc Police Department. Owners are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. No pet(s) of guests can stay in the unit for more than 14 days (consecutive or staggered) in any one-year period without prior written permission of the Association. Pet care givers shall indemnify the Association and hold the Association harmless against loss or liability of any kind arising from their pet(s). (Bylaw 6.1(g) as amended)

Other Rules and Regulations

8. **Pond View** — "The ponds shall be kept unobstructed at all times, and no activity shall occur on the properties that would interfere with or damage the operation of the ponds." (Pond Maintenance Agreement, Manitowoc County Registered Document No. 1043218, March 10, 2008)
9. **Pond Usage** — "No swimming, wading, fishing, boating, ice skating, etc. is allowed on the ponds." (July 30, 2011 Board Action)
10. **Tents and Water Slides** — "No sleep over/pitching tents in common areas is allowed as well as no blowup water slides." (July 30, 2011 Board Action)
11. **Contractor's Signs** — "Advertising signs by contractors are not permitted." (January 7, 2012 Board Action) *The Bylaws, Article VI, paragraph 6.1(d) states: "No sign of any kind shall be displayed to the public view from any Unit or the Commons without the prior written consent of the Association."*
12. **For Sale Signs** — "Permission is granted for the placement of typical For Sale signs by a Condo that is for sale." (September 6, 2014 Board Action) *The Bylaws, Article VI, paragraph 6.1(d) states: "No sign of any kind shall be displayed to the public view from any Unit or the Commons without the prior written consent of the Association."*
13. **Garage Door Hardware** — "It is the responsibility of the Unit Owner to maintain, adjust, repair, and replace at the Unit Owner's expense the Garage Door hardware and Garage Door opener of the Unit Owner's Unit". (November 12, 2015 Board Action) *The Declaration, Article X. Paragraph 10.2(a) states that it is the responsibility of the Unit Owner to maintain, repair, and replace all portions of his unit at his own expense.*
14. **Satellite dishes, Roof antennas, etc.** — "Each Unit is wired for cable television as the preferred method of obtaining television. However, satellite dishes are permitted providing they do not violate the following criteria. No satellite dish, antenna, or other

items may be installed on the roofs or attached to the side of a building. Satellite dishes are permitted to be installed on a post in a flower bed in the Unit Owner's Limited Common Elements providing they do not hinder lawn care, snow removal, or pose a safety problem. Liability is the responsibility of the Unit Owner." (October 4, 2014, March 17, 2016 and April 19, 2022 Board Action) *The Declaration, Article XIII, states: "A unit owner may not change the exterior appearance of a unit or any other portion of the condominium without permission of the Association."*

15. **Owner Insurance Responsibility** — "Owners are responsible for up to \$5,000 in damages (the deductible under the Association Master Insurance Policy) when the owner or their family, etc. is at fault." (August 30, 2016 Board Action to Amend Section 5.1 of the Bylaws) It should be emphasized that the Association's Master Insurance Policy does not cover any of the owners personal property nor liability when the owner, occupant, tradesmen, etc. is at fault.
16. **Parking** — "Unit owner and occupants primary parking is provided in a two-car, attached garage as shown on the condominium plat. Unit owner and occupants secondary parking is provided in the unit's limited common elements (the garage driveway). The common elements including the main roadway cannot be used for parking by the unit owner and occupants. However, visitors can park on the paved common elements. Exceptions require written Board approval." (July 19, 2018 Board Action)
17. **Winter Parking** — "Parking of vehicles on the common elements by owners, occupants, or visitors during the time of snow removal is prohibited. Any additional costs incurred because of failure to remove a unit owner's, occupant's, or visitor's vehicle from the common elements during the time of snow removal will be billed to the Unit Owner by the Association. Any funds given to the Association by the Unit Owner will be used to first pay for these additional snow removal costs and then for the monthly fee. Authorization is given to the snow removal employees to use their judgement regarding whether or not they can safely remove snow from a unit's limited common elements due to a failure to remove a unit owner's, occupant's, or guest's vehicle from the limited common elements during the time of snow removal. Removal of snow left on the limited common elements will then be a responsibility of the unit owner. It is not the Association's nor the snow removal contractor's responsibility to notify unit owners of the time of snow removal." (July 19, 2018 Board Action)
18. **Outdoor Flags** — "Flag pole brackets cannot be attached to condominium buildings." (November 11, 2019 Board Action) *The Declaration, Article XIII, states: "A unit owner may not change the exterior appearance of a unit or any other portion of the condominium without permission of the Association."*
19. **Outdoor Christmas Lights** — "Outdoor Christmas Lights are permitted on a Unit Owner's Limited Common Elements from November 15 until January 15 provided that: the lights and associated wiring are not attached to the building with screws, nails, or other means that would penetrate the siding or any part of the building; the lights would not pose any safety hazard or cause an increase in Association insurance premiums;

and would not interfere with snow removal. Gutter clips are permitted." (December 19, 2019 Board Action) *The Declaration, Article XIII, states: "A unit owner may not change the exterior appearance of a unit or any other portion of the condominium without permission of the Association."*

20. **Duplex Units Hand Rail** — "Duplex owners may install at their own expense a Brixius hand and side rail on their front stoop in the same style as Washington Highlands Condos, Two Rivers, using square tubing and in the color black. The railing must be on the garage side of the stoop step." (February 27, 2020 Board Action) *The Declaration, Article XIII, states: "A unit owner may not change the exterior appearance of a unit or any other portion of the condominium without permission of the Association."*
21. **Exterior Hanging and Building Attachments** — "No items such as hanging pots, decorative items, wind chimes, etc., may be hung from any part of the exteriors of the buildings with the exception of gutter clips for Christmas tree lights. No screw, nail, hook, or other attaching device is allowed which would penetrate any part of the Building exterior or the siding both of which are General Common Elements nor can any holder be attached to the Building exterior with any adhesive materials. Existing hooks, nails, and other holders are not to be used nor removed. Existing hooks, nails, and other holders will be removed the next time the trim is painted." (September 24, 2020 Board Action) *The Declaration, Article XIII, states: "A unit owner may not change the exterior appearance of a unit or any other portion of the condominium without permission of the Association."*
22. **Garage Security Lighting** — "In the interest of increasing security, the Association will loan electric eye exterior garage light bulbs to interested owners so that exterior garage lights can easily be on at night and off during the day, especially when the owner is not home." (February 18, 2021 Board Action)
23. **Mulching** — "The Association will continue the policy of mulching every two years but that Unit Owners could also mulch at their own expense providing they used only brown wood mulch." (May 27, 2021 Board Action) *The Declaration, Article XIII, states: "A unit owner may not change the exterior appearance of a unit or any other portion of the condominium without permission of the Association."*
24. **Video Doorbells** — "Video doorbells may be installed provided:
 - A) The Unit Owner provides the Board with a detailed description of the doorbell and installation materials as well as the method of installation and also obtains Board approval.
 - B) No additional holes are made in the exterior of the building.
 - C) The video doorbell uses the existing doorbell wiring and is attached to the exterior of the building using the existing doorbell button holes, or the video doorbell is battery operated and is attached to the exterior of the building using the existing doorbell button holes.
 - D) NO additional screws, nails, glue, or other methods that would mar the exterior of the building, interfere with painting or maintenance, or scar or discolor the exterior

of the building will be permitted.

- E) Any video doorbell may not either face directly at another Unit's front door and/or windows or record another Unit's front door and/or windows.
- F) ANY damage to the exterior or interior of the building caused by the installation of any new doorbell by the present or earlier owner of a Unit will be the financial responsibility of the present owner of the Unit."

(September 20, 2022 Board Action) *The Declaration, Article XIII, states: "A unit owner may not change the exterior appearance of a unit or any other portion of the condominium without permission of the Association."*

- 25. Exterior Furniture, Decorative Objects, Etc.** — Any exterior furniture, decorative object, etc., which is permitted on the Common Elements may not: 1) pose any safety hazard to the buildings and the residents and guests; 2) cause an increase in Association insurance premiums; or 3) interfere with efficient building and grounds maintenance such as lawn mowing, plant and shrub planting and trimming, snow removal, painting, etc. Any damage to such exterior furniture, decorative objects, etc. by the Association, its employees, or its contractors is the responsibility of the Unit Owner and not the Association, its employees, or its contractors if the Unit Owner is negligent or if the damaged item is not permitted to be on the Common Elements. Negligence is defined as when a reasonable person should know that such exterior furniture, decorative object, etc. would: 1) interfere with normal efficient maintenance or which the Unit Owner has been notified by the Association or others that some special maintenance is going to take place; 2) pose a safety hazard; or 3) increase insurance premiums. (October 18, 2022 Board Action) *The Declaration, Article X, states: "...except such maintenance, repair and replacement required by the negligence of a user of a unit...)"*.

July 18, 2023