



Taylor Harbor Condominiums

Rules and Regulations

Rules of Conduct

A unit is defined as a space whose boundaries are the **inside** of the exterior walls, ceilings, and floors, the garage & garage door, all windows and doors to the unit. Everything found within these boundaries is owned and therefore the responsibility of the unit owner. The following Rules of conduct will apply:

1. Each unit and garage is to be utilized as a single-family residence only.
2. Home offices are permitted but are restricted from public access. Commercial, daycare, trade or business being conducted from a unit is not permitted.
3. No owner or resident can willfully or negligently create a nuisance. Therefore, residents shall exercise extreme care in making noises or using musical instruments, radios, televisions, and amplifiers that may disturb other residents. This includes the noises made by domestic animals kept in a unit. Quiet hours are normally observed from 11:00 p.m. to 7:00 a.m.
4. Dusting and shaking out of rugs, and the like, from the windows, or from any of the facades of the building/unit is prohibited.
5. Hanging of laundry, rugs, and the like, from the windows, or from any of the facades of building/unit is prohibited.
6. No owner or resident shall install wiring for electrical or telephone installation, television antennae, satellite dishes, machines, air conditioning units, or the like, on the exterior of the building or that protrude through the wall or the roof of the building except as authorized by the Association.
7. No owner or resident shall post any advertisement, poster, or sign of any kind (including but not limited to signs advertising sale of units) in the common areas, limited common areas, or on the building except as authorized by the association.
8. All owner/occupants shall allow access to their unit for periodic inspections as mandated by State or Municipal regulations.
9. Grilling on balconies, patios and in garages is prohibited. Grilling is permitted in driveways a minimum of 15 ft. from the building according to the Mt. Pleasant Fire Department. Grill must be stored in garages once cooled and/or not in use.
10. Garbage, trash, and recyclables are to put out NO sooner than 7:00 p.m. the night before the scheduled collection day and all empty containers must be put back in the garage by 7:00 p.m. of the day of collection. All unit owners/occupants will be responsible for any clean up required resulting from inadequate containment. (i.e. Animal invasion, wind, etc.)
11. Each unit owner/occupant is responsible for their own safety and that of their family and guests while in and about the common areas.



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Use of Limited Common Areas

Limited Common Areas are defined as those areas in which are normally considered to be used primarily by the individual unit owner/occupant. Patios, balconies, driveways, and landscaped areas directly in front of patios and sides of garages are considered as limited common areas of Taylor Harbor Condominiums. The following Rules and guidelines are to be adhered to in order to maintain continuity and fairness to all members of the Association.

1. Changing, altering, modification, or additions of the landscaped areas is not permitted without the written consent of the Association.
2. Unit owners/occupants may plant flowers, preferably annuals, in the mulched areas if they so desire. Potted flowers are always permitted on patios and balconies.
3. Vegetables may be planted in containers only and kept on balconies, patios and **if** agreeable with the immediate neighbor, adjacent to either side of the garage door.
4. All bird feeders and birdhouses will not be permitted in any limited common areas. Bird feeders and birdhouses may be placed in common area trees away from the buildings.
5. Mounting anything to the sides of the building is prohibited. The only exceptions will be thermometers, and hooks for hanging plants and decorations. Landscaping decorations, such as, stepping stones, statues, staked decorations (i.e. flags) are permitted.
6. Outside Christmas decorations are permitted between the day after Thanksgiving and January 10th. Residents are to use caution when using strings of lights or other conductors of electricity by keeping them off the building.

Use of Common Areas

The Common Areas of Taylor Harbor Condominiums are defined as those areas considered to be the rest of the property not mentioned above. They include all buildings except the units therein, roadways and sidewalks, grassy areas, landscaped areas, the ponds and all areas reaching the property boundaries of the development. The following Rules and guidelines are the adhered to as a courtesy and out of respect for Association members:

1. Changes, alterations, modification, or additions to any part of the common areas is not permitted without the written consent of the Association.
2. The ponds were created for storm drainage. However, they have been stocked and owners may fish along the shoreline of the ponds.
 - Fishing is only for residents of Taylor Harbor and their immediate guests.
 - Fishing will only be allowed on the weekends and holidays from dawn until dusk.
 - All Rules and regulations stated by - WI Fishing Regulations - must be followed.



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Use of Common Areas cont:

- The following live baits are NOT ALLOWED: a. Goldfish b. Fathead Minnows c. Chub (Creek Chub) d. Hornyhead Chub (Red Tail Chub) e. Common Shiner f. Golden Shiner g. Mud Minnow h. Suckers i. Leeches
3. The feeding of waterfowl and any wild animal is strictly prohibited.
 4. All common areas must remain free of toys, bicycles, play equipment, etc. after dark and when lawns are being mowed.

Vehicles and General Parking

All roadways of Taylor Harbor Condominiums are privately owned and maintained by the Association. Each Unit Owner/occupant of Taylor Harbor has a two-car garage and is provided with a two-car driveway (limited common area). In order to minimize the wear and tear and in fairness to all residents, the following Rules will apply for all:

1. Vehicles with commercial license plates or with a GVWR (Gross Vehicle Weight Rating) of Class 4 and up will not be permitted for Unit owners/occupants at any time.
2. All residents are asked to keep their speed limit to 15mph.
3. Parking by unit owners/occupants is allowed only in their prospective garages and driveways. (Boats, trailers, motorcycles, recreational vehicles, etc. must be parked in garages only.)
4. Unit owners/occupants will park in such a way that does not encroach on any other unit owner's parking space(s).
5. Parking of any type of vehicle on common roadways or grassy areas by unit owners/occupants is prohibited.
6. Any type of vehicles without current license plates, are inoperable, or in storage are prohibited from the premises, except such may be kept in a unit owner's garage. Any such vehicles in violation will be subject to towing at the owner's expense.
7. Guests will be permitted to park on the common roadways of Taylor Harbor as follows:
 - a) Overnight parking is permitted for no more than 48 hours if unable to park in the unit owner's driveway unless the unit owner makes reasonable prior arrangements with the Taylor Harbor Board of Directors, preferably in writing.
 - b) Guests will abide by all unit owners' Rules at all times.



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Vehicles and General parking cont.

Winter Parking (December 1 – April 1)

Parking by unit owners/occupants and guests on common roadways and driveways of Taylor Harbor is prohibited from 1:00 a.m. to 7:00 a.m. AND any other time in order to facilitate snow removal (during/after a snowfall). All owners/occupants and guests will remove all vehicles from driveways BEFORE they are plowed as a courtesy to their neighbor and the condo community. Unit owners/occupants will not be contacted. If the snow removal services have to be called back after the fact, the unit owner will be charged for the second service unless the unit owner contacts the Board with other reasonable arrangements.

Animals:

1. There is a limit of one dog (25 lb. limit) or two cats or one of each per unit.
2. Small animals such as birds, hamsters, gerbils, guinea pigs, etc. are limited to two per unit.
3. There is no limit to fish in a tank.
4. No exotic animals are allowed.
5. Animal owners shall immediately clean up and properly dispose of all animal feces. This includes the areas around the units and common areas.
6. Animals are to be kept off landscaped/mulched areas at all times. Animals are to be kept off newly seeded/repared areas of ground until such area has been fully established with strong growth of grass.
7. When animals are outdoors, either within the property boundaries of your unit or in the common areas, they must be under the control of the owner and on a leash that is strength-rated for the weight of the animal.
8. Animals may not be tethered outside unless the owner is physically outside with the animal and has the animal under direct supervision.
9. If an animal causes any physical damage to the grounds, landscaping, or exterior of the buildings, the Association will bill the unit owner for the cost to make repairs.
10. Owners are responsible for their animals at all times. A fine will be imposed by the board for violation of any rule.



Taylor Harbor Condominiums Rules and Regulations

Miscellaneous

1. Garage/rummage sales will not be permitted by any individual unit owner at any time. The Association, as a whole, may schedule a Taylor Harbor Condo Community Garage Sale to be held on a single weekend from mid-July to end of August. The date(s) for this event will be determined at the Annual Meeting of the Taylor Harbor Association. Participation will be strictly voluntary.
2. Anyone intending to sell his or her unit MUST contact the Board of Directors BEFORE advertising or hiring a realtor to obtain the 'EXECUTIVE SUMMARY' required by law. (Wis. Stat. chap. 703)
3. Any unit element that has a surface on or outside the exterior perimeter of the building shall be replaced with material of like color and style. Deviations from the original construction without explicit approval from the Board of Directors is not allowed.
 - Unit owners who decide to replace the unit elements will have 30 days to complete from the start of the project unless explicit approval from the Board of Directors is received.
 - Work hours of any unit element replace is to be between the hours of 8:00am and 6:00pm Monday thru Saturday.
 - Any owner found in violation of the above interpretation may be fined as defined in the violation policy found in the Rules and Regulations for the Association.

Sanctions

Sanctions will be imposed for violations of the published Rules and Regulations and By-laws of the Association. The following procedures will be followed:

1. The Rules and Regulations & By-laws will be enforced by the imposition of fines for violations.
2. Any unit owner may prepare a written notice of violation. The violation notice must contain the following information: the date of occurrence, the witness to the occurrence, the time of the occurrence, a description of the violation and the signature of the person preparing the notice.
3. There is no guarantee of anonymity for those submitting violation notices.
4. The violation notice must be submitted to the Board of Directors within five days of the violation occurrence.
5. The Board of Directors will review the violation notice, and, at its sole discretion may act in the following manner:

Owners who do not make their unit available for fire alarm inspection will be fined \$100.00. This is considered a safety issue and is taken very seriously.



Taylor Harbor Condominiums Rules and Regulations

Sanctions Cont:

For any offense that is not health or life threatening:

- 1st Violation – written notice to violating unit owner
- 2nd Violation - \$25.00 fine
- 3rd and subsequent Violations - \$50.00 fine

For any offense that is health or life threatening:

- 1st Violation – written notice mailed certified mail/return receipt requested
- 2nd and subsequent Violations - \$50.00 fine

Fines will be added to the next month's assessment fee after the fine is imposed.

6. The Board of Directors shall have the authority to impose fines, arrange for the towing of vehicles through its agent, waive fines, and reduce fines.
7. A unit owner who disputes the imposition of a fine may appeal to the Board of Directors for a hearing on the matter by letter mailed certified mail/return receipt requested.
8. Matters unresolved by the hearing with the Board of Directors may be appealed to the membership at its regular Annual Meeting of Members and may be brought to a vote on that date.
9. Fines will continue to be imposed for the duration of the violation and penalties and interest will continue to accrue until the matter is resolved, if the violation is appealed.

Remedies Non-Exclusive

1. The provisions of these Rules and Regulations shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Documents or the Condominium Ownership Act of the laws of the State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Condominium Documents and the laws of the State of Wisconsin.
2. In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing April 2017 16 party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees

IMPORTANT INFORMATION

Please keep this information with your governing documents

Taylor Harbor Condominiums Association, Inc.

RESOLUTION TO ADOPT A RULES ENFORCEMENT AND GRIEVANCE PROCEDURE

WHEREAS, the Board of Directors of Taylor Harbor Condominiums Association, Inc. (the "Association") has the authority to "from time to time adopt Rules and Regulations governing the operation, maintenance and use of the Units and the common elements and facilities by the Unit Owners and occupants," pursuant to Article Ten, Section 1 of the Bylaws;

WHEREAS, also pursuant to Article Ten, Section 1 of the Bylaws, "The Association, through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate";

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules Enforcement and Grievance Procedure, which shall replace any previously adopted Rules to the contrary:

1. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):
 - a. **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit Owners comply with the Condominium Documents.
 - b. **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
 - c. **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

- d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

1. The violation is in direct defiance of a previous mandate from the Board of Directors.
 2. The violation was malicious in its intent.
 3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (*e.g. if alterations are made that cannot be restored to their original state.*)
2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

3. **Attorney Fees**

- a. The Board may also assess a Unit Owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
- b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Unit Owner or defend any claim or allegation by a Unit Owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Unit Owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the Unit Owner all of its costs and expenses, including reasonable attorney fees.

This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

4. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

5. GRIEVANCE COMMITTEE RULES AND PROCEDURES:

- a. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board, not more than one of whom may be a current Board member or officer.
- b. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
- c. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand. If the Board is unable to find at least two (2) members of the Association who are not directly involved with the dispute, the Board may hire a third party/mediator to act as the Grievance Committee.
- e. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 1. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - c. That evidence shall be received and a record made whether or not the party complained against attends.
 2. The hearing shall be divided into two (2) sections:
 - a. The hearing.
 - b. The determination and decision.
 3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
 5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
 6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
 7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
1. The award was procured by corruption, fraud or undue means;
 2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 3. The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
 4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on August 18, 2025, by a 75% affirmative vote, with the Rule to take effect on August 18, 2025.

President

Diana Clemen

Secretary

P. J. & W. J.